



PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT
7536 STATE STREET, SUITE 221
NEW PORT RICHEY, FLORIDA 34654
TELEPHONE: (727) 847-8194
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www.BidNetDirect.com

**INVITATION FOR BID
BID NO. IFB-KM-20-088
VALVES CHANGE-OUT PROGRAM**

SUMMARY OF WORK

It is the intent of this solicitation to contract with a vendor to furnish all labor, materials, equipment and incidentals required for complete installation and ready for operation valves and appurtenances, underground and aboveground, per the specifications.

The Pasco County Purchasing Department will receive sealed bids until **1:00 p.m.**, local time (our clock), on **Tuesday, March 31, 2020**, in the Pasco County Purchasing Department, 7536 State Street, Suite 221, New Port Richey, Florida 34654. Bids received after this time will not be accepted. Bidders shall submit one (1) original bid form.

In accordance with Section 119.071, Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or replies, whichever is earlier. Vendors may register to view and download solicitations by visiting www.BidNetDirect.com. Pasco County reserves the right to reject any and all responses and to waive any irregularities or informalities.

Insurance coverage is required for this project; please refer to the Special Provisions.

The Pasco County Board of County Commissioners (Pasco County) is not responsible for expenses incurred prior to award. Pasco County officially distributes solicitation documents through the Florida Online Bid System (www.BidNetDirect.com). Solicitation documents may be downloaded at NO COST using this system and may also be obtained from the Purchasing Department in accordance with Florida Statutes that pertain to Public Records. **Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.** Pasco County is not responsible for solicitation documents obtained from sources other than the Florida Online Bid System or the Purchasing Department. Only vendors who properly register and obtain solicitation documents directly from the Florida Online Bid System or Purchasing Department will receive addenda and other important information if issued. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. **IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE FLORIDA ONLINE BID SYSTEM OR THE PASCO COUNTY PURCHASING DEPARTMENT, IT IS HIGHLY RECOMMENDED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT WWW.BIDNETDIRECT.COM AT NO COST.**

Kimberlie Miller, Sr. Purchasing Agent
kimmiller@pascocountyfl.net

IMPORTANT!—PLEASE READ CAREFULLY BEFORE MAKING BID

GENERAL PROVISIONS

These general terms and conditions apply in like force to this solicitation and to any contract resulting therefrom.

COMMUNICATIONS DURING SOLICITATION AND LOBBYING PROHIBITION

Communicating with or lobbying of evaluation committee members, county government employees, or elected officials (**including County Commissioners**) regarding requests for proposals, requests for qualifications, bids, or contracts by the Bidders or any member of the Bidder's staff, an agent of the Bidder, or any person employed by any legal entity affiliated with or representing an organization that is responding to the requests for proposal, requests for qualification, bid or contract outside a publicly noticed meeting specifically called to address this particular solicitation is strictly prohibited. **Nothing herein shall prohibit a prospective Bidder from contacting the Purchasing Director to address concerns or grievances or receive clarification about a particular procurement.**

For purposes of this provision lobbying activities shall include, but not be limited to, influencing or attempting to influence action or non-action in connection with any requests for proposals, requests for statements of qualifications, invitations for bids, related processes or contracts through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any proposal, statement of qualification, bid, contract or any other response to be rejected.

The prohibition on communication with County Persons (including County Commissioners) by vendors and their representatives regarding a procurement in which they have a pecuniary interest begins upon issuance of the solicitation and ends upon final award, when the protest is finally resolved, or when the procurement process is otherwise concluded, whichever occurs later. This prohibition does not apply to communication on other matters in which a vendor may have an interest outside of the solicitation.

AMERICANS WITH DISABILITIES ACT

Pasco County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation to the solicitation documents or for the public meetings related to any solicitation should contact the Purchasing staff member named on the solicitation summary at least twenty-four (24) hours in advance of the meeting. Requests for accommodation may also be directed to the Human Services Department, Internal Services Building, 7536 State Street, New Port Richey, Fla 34654 at (727) 847-8030 or at (727) 847-8949 if you are hearing impaired. Please be advised that if you contact the County by email, your email address will become a public record and may be subject to disclosure under the Florida Public Records Act.

ACCEPTANCE/REJECTION/MODIFICATION TO BID

The County may (1) amend or modify this request, (2) revise requirements of this request, (3) require supplemental statements or information from any firm, (4) accept or reject any or all bids, (5) extend the deadline for submission of bids, (6) waive non-material defects, and (7) cancel this request, in whole or in part, if the County deems it in its best interest to do so. The County may exercise the foregoing rights at any time without notice and without liability to any offering firm or any other party for their expenses incurred in the preparation of bid or otherwise.

ACKNOWLEDGMENT OF ADDENDUM

Bidders shall acknowledge receipt of any addendum to the solicitation by identifying the addendum number in the space provided for this purpose on the bid form, by letter, or by returning a copy of the issued amendment with the submitted bid. The acknowledgment should be received by Pasco County by

the time and at the place specified for the receipt of bids. Failure to acknowledge an issued addendum may result in bid rejection and disqualification.

ALTERNATIVE BIDS

The bidder **WILL NOT** be allowed to offer more than one (1) price (for the goods or services specified). If a bidder submits more than one (1) price on any item (or service), **ALL** prices will be rejected for that item.

ANTITRUST

By entering into a contract, the bidder conveys, sells, assigns, and transfers to Pasco County all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by Pasco County under the said contract.

APPLICABLE LAW

The resulting contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The Consultant shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

ASSIGNMENT

The successful Bidder(s) shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of Pasco County.

AWARD

Consideration for award will be by proximity to specifications given, costs, time of delivery, and other factors deemed by the County to be appropriate. All purchases, leases, or contracts that are based on competitive bids will be awarded to the lowest, responsive, and responsible bidder. Complete and accurate responses to all items are necessary for the complete and fair evaluation of bids. Total-cost or life-cycle-costing, which includes the identification of identifiable costs associated with acquisition, installation, maintenance, and operation of the bidder's offered equipment may be used to determine the lowest bidder. Such analysis may be based upon the bidder's proposal data and other data which is gathered by the County. Additional factors that may be considered include the expected life of equipment, output, maintenance, consumption costs, disposal value, warranty, complexity of operation, required training, and other factors that may contribute to the overall cost of ownership. In determining the responsibility of bidders, past performance, references, documented experience, financial capability, and other reasonable factors may be considered. Pasco County reserves the right to award by item, group of items, lowest total, or whatever manner is deemed to be in Pasco County's best interest.

BID ACCEPTANCE PERIOD

The Bidder agrees that if this offer is accepted within ninety (90) calendar days from the bid opening date, the Bidder will furnish to Pasco County and all items from which prices are offered in this bid solicitation at the price(s) so offered, delivered to the designated point(s), within the time period specified, and at the terms and conditions so stipulated in this solicitation document. Any bid for which the bidder specifies a shorter acceptance period may be rejected.

BID CLARIFICATIONS

If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the plans, specifications, or other documents, they should submit a written request for an interpretation. Questions or requests for interpretations shall clearly state, in detail, the basis for such question(s) or request(s) including a reference to the specific paragraph or language in the solicitation. The request shall be clearly marked as a "PREBID QUESTION" and must include the solicitation number. Modifications to solicitations will be made only by properly issued written addenda. All such addenda shall become part of the solicitation and resulting contract documents. Pasco County shall only be responsible for explanations or interpretations that are issued by written addendum. No oral

interpretations will be made as to the meaning of specifications or any other contract documents. Failure to comply with this provision will result in the Bidder waiving his/her right to dispute the bid specification.

BIDDER CERTIFICATION

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

BIDDER INVESTIGATIONS

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions, specifications, delivery requirements and performance requirements affecting the full performance of the contract and to verify any representations made by Pasco County upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

BID ENVELOPES

Envelopes containing bids must be sealed and marked in the lower left-hand corner with the solicitation number, solicitation name, and the date and hour of opening of bids. Failure to do so may cause bid not to be considered. Express Company or Express Mail envelopes containing a sealed bid shall also be sealed and should be clearly marked with the solicitation number, solicitation name, and date and hour of opening of bids. Failure to clearly mark envelopes may delay delivery and render the response late.

BID FORM SUBMISSION

Bids shall be submitted on the attached forms. Bids concerning separate bid invitations must not be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision shall not be considered. All bids must be signed, in ink, in order to be considered. Erasures are not acceptable on bids; if necessary to make a change, strike out or draw a line through incorrect item and type the correction above, and initial the correction in ink. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid, and if the individual is not an officer of the firm or corporation, the bidder must submit proof that the individual has the authority to obligate the firm or corporation. **BIDS MAY NOT BE ALTERED OR AMENDED AFTER THE BID CLOSING.**

BUSINESS NAME REQUIREMENT

The bidder must provide on the Bid Form, Bidder/Certification Form, and if awarded, on all remittance of invoices for payment, the business name that is provided on their W9 Form. Additionally, if there is a name change and/or EIN number that is changed at any time, the vendor must immediately notify the Purchasing Department as to the change and provide all supporting documentation.

BID RECEIPT AND OPENING

Pasco County will receive sealed bid proposals until date and time indicated on bid cover. Bids must be delivered, by hand or mail, to the Pasco County Purchasing Department, located at 7536 State Street, Suite 221, New Port Richey, Florida. Bids must be time stamped in the Purchasing Department before or on the hour and date indicated on the cover sheet (Invitation for Bid) for the bid opening. Bids received after the date and time of the bid opening will be received, date stamped, and returned to the bidder unopened. It is the responsibility of the bidder to ensure that bids arrive at the designated opening place on time. Late or nondelivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late bids. **FAXED BIDS WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD.** In accordance with Section 119.071, Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or replies, whichever is earlier.

Failure to include all the forms required to be included with any bid will result in the Bidder being deemed nonresponsive and will result in rejection of the bid.

BID WITHDRAWAL

Bids may not be changed after the bid closing time.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to Pasco County of claim or right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to Pasco County all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid prior to the time set for the opening of bids by simply making a request in writing to Pasco County; no explanation is required. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted. The decision to allow or disallow bid withdrawal remains solely with Pasco County.

BRAND NAMES

Any catalog, brand name, or manufacturer's reference used in the specifications is intended to be descriptive and not restrictive, and is used **only** to indicate type and quality desired. Any article, equipment, or material, which shall conform to the standards and excellence, so established, and is of equal merit, strength, durability, and appearance to perform the desired function, is deemed eligible for offer as a substitute. The qualifications of the offering shall be judged as to their conformance with these specifications. Any equipment offered other than herein specified shall be subject to a competitive demonstration and evaluation by Pasco County. The determination as to whether any alternate product or service is or is not equal shall be made by Pasco County, and such determination(s) shall be final and binding upon all bidders.

CANCELLATION

Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel, or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of Pasco County. In addition to all other legal remedies available to Pasco County, Pasco County reserves the right to cancel and obtain from another source, any services which have not been provided within the required period of time or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by Pasco County.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without—for the purpose of restricting competition—any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

CHANGE IN SCOPE OF WORK

Pasco County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract or purchase order signed by Purchasing Director. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify Pasco County in writing of this belief. If Pasco County believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

COLLUSION AMONG BIDDERS

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. Pasco County may or may not, at its discretion, accept future bids for the same work from participants in such collusion. More than one (1) bid from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one (1) bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a bid for the work.

CONFLICT OF INTEREST

The contractor, by submission of its bid, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of Pasco County is financially interested, directly or indirectly, in the offer of goods or services specified in this invitation.

DEBARMENT

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any subdivision or agency of the State of Florida.

DEPARTMENT OF HOMELAND SECURITY’S IMAGE PROGRAM AND E-VERIFY COMPLIANCE

Pasco County is an employer participant in the Department of Homeland Security's Image Program and utilizes E-Verify to ensure its employees are appropriately authorized to work in the United States. As part of its compliance efforts under this program, the County encourages all consultants, contractors (and/or their subcontractors) under contract with or performing work for the County to establish employment procedures that adopt the Images Program Best Practices and otherwise ensure compliance with Federal employment eligibility verification requirements as part of its hiring practices. The selected consultant or contractor shall also include this requirement in all its subconsultant contracts involving County work. For those County projects utilizing State of Florida funds, the requirement to comply with E-Verify will be mandatory. The County reserves the right to request verification of compliance from its consultants and contractors during the term of its contract with the County and for a period of up to five (5) years thereafter. Should a County-retained consultant, contractor and/or its subconsultants be found to be noncompliant with E-Verify as part of a Federal audit or other inquiry, the consultant, contractor, and/or its subconsultant(s) will be solely responsible for the payment of any fines or costs imposed upon the County as a result of such noncompliance.

State Funds Involved: **N/A** (Mark X or N/A if applicable)

AUDIT COOPERATION REQUIREMENT FOR STATE FUNDED PROJECTS

In those instances where state funding is involved, the selected Bidder, and its subconsultant(s) must agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant Section 20.055 (5), Florida Statutes. By submitting a bid to this solicitation, the Bidder certifies that they understand and will comply with this subsection.

State Funds Involved: **N/A** (Mark X or N/A if applicable)

ERRORS IN EXTENSIONS

The BIDDER should initial erasures or corrections in any Bid Form in ink. The COUNTY shall reject any Bid Form with such erasures or corrections where County staff concludes it cannot determine with certainty the accuracy or intent of said Bid Form, as corrected. In the case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Bid Form will govern. If the unit price and the extension price are at variance, the unit price shall prevail. Unit prices will be utilized to adjust the total compensation due the successful BIDDER based on actual quantities encountered. No negotiation of these unit prices after contract award will be allowed. Significant changes in quantities, including total

deletions, are possible. Therefore, each BIDDER shall proportionately distribute overhead and profit across the unit prices.

ETHICS IN PUBLIC PROCUREMENT

The contract upon award shall incorporate by reference, but shall not be limited to, the provisions of law contained in Chapter 112, Florida Statutes. 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The bidder certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with this bid; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of value.

EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form or appendix. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the minimum requirements as written. Conditional or qualified bids, unless such exception(s) are deemed non-material by the County (in its sole discretion), shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID

Pasco County accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

FAILURE TO DELIVER

In the event of failure of the contractor to deliver the goods and services in accordance with the contract terms and conditions, Pasco County may procure the goods and services from other sources and hold the contractor responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to Pasco County for a maximum of five (5) years. These remedies shall be in addition to any other remedies that Pasco County may have available.

FAILURE TO ENFORCE

Failure by Pasco County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Pasco County to enforce any provision at any time in accordance with its terms.

FAIR LABOR STANDARDS

By submission of a bid, the bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in applicable State and Federal regulations.

FORCE MAJEURE

The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, government actions, and acts of God beyond the control of the contractor, unless otherwise specified in the contract. If government actions include the imposition of tariffs that directly affect the materials or equipment to be provided by the bidder under the solicitation, the contractor must submit certification from its supplier that the materials required were acquired by the bidder after the tariffs went into effect and that the bidder now has to pay additional costs for the materials or equipment. The County has the discretion to approve an increase in price based on the information supplied or to terminate the contract.

IDENTICAL BIDS

Identical bids or bids which otherwise appear suspicious will be reported to the County Attorney for investigation.

INDEMNIFICATION

In consideration of the sum of Fifteen and 00/100 Dollars (\$15.00), the receipt and sufficiency of which is acknowledged by the contractor to be included and paid for in the contract price, the contractor shall indemnify, defend, and hold harmless Pasco County and its agents and employees from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense: 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and 2) is caused in whole or in part by any negligent act or omission of the contractor and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except for those caused by the negligent act or omission of Pasco County.

In any and all claims against Pasco County or any of its agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

INDEPENDENT CONTRACTOR

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Pasco County; and Pasco County shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. Pasco County shall not withhold from the contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, Pasco County shall not provide to the contractor any insurance coverage or other benefits, including workers' compensation, normally provided by Pasco County for its employees.

INFORMALITIES AND IRREGULARITIES

Pasco County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for Pasco County to properly evaluate the bid, Pasco County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. Pasco County reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items, total bid, or accept the bid that is most advantageous and in the best interest of Pasco County.

LAW COMPLIANCE

Each party will comply with all applicable Federal, State and local laws, rules, regulations, and guidelines related to performance under this agreement. In particular, the contractor/vendor/named party verifies and affirms that it is in compliance with 8 U.S.C., Sec. 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any contractor/vendor/named party, during the term of the agreement, a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this agreement by the County.

LIMITATION OF COST

The contractor agrees to perform the work specified and complete all obligations under the contract within the stated amounts.

NON-APPROPRIATION

All funds for payment by Pasco County under this contract are subject to the availability of an annual appropriation for this purpose by Pasco County. In the event of nonappropriation of funds by Pasco County for the services provided under the contract, Pasco County will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect, and Pasco County shall not be obligated under this contract beyond the date of termination.

NON-DISCRIMINATION

By submission of bid, the bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, because of his/her race, color, religion, sex, disability, or national origin, as outlined in applicable State and Federal regulations.

OFFICIAL DOCUMENTS

Pasco County is not responsible for expenses incurred prior to award. Pasco County officially distributes solicitation documents through the Florida Online Bid System (www.bidnetirect.com). Solicitation documents may be downloaded at NO COST using this system and may also be obtained from the Purchasing Department in accordance with Florida Statutes that pertain to Public Records. **Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.** Pasco County is not responsible for solicitation documents obtained from sources other than the Florida Online Bid System or the Purchasing Department. Only vendors who properly register and obtain solicitation documents directly from the Florida Online Bid System or Purchasing Department will receive addenda and other important information if issued. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. **IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE FLORIDA ONLINE BID SYSTEM OR THE PASCO COUNTY PURCHASING DEPARTMENT, IT IS HIGHLY RECOMMENDED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT www.bidnetirect.com AT NO COST.**

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract or purchase order must be made in writing by Pasco County.

PATENTS AND ROYALTIES

The contractor covenants to save, defend, keep harmless, and indemnify Pasco County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost—including court costs and attorney's fees, charges, liability, and exposure, however caused—for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Pasco County. If the contractor uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

PAYMENT PROCEDURES

The Pasco County Board of County Commissioners will process payments in a timely manner and in accordance with Chapter 218, Part VII, Florida Statutes, (The Local Government Prompt Payment Act).

Several payment options are available to the successful vendor upon receipt of a correct invoice:

1. Check may be mailed to the remit address on the invoice. The check is sent to the Post Office the day after Board of County Commissioners approval.
2. Check may be picked up in Dade City. The vendor must pick up the check the day after Board of County Commissioners approval. The successful bidder or contractor must call (352) 521-4599 for detailed instructions.
3. Payment may be wire-transferred to the vendor's bank account. The vendor must call (352) 521-4599 for detailed instructions.

PAYMENT TERMS AND DISCOUNTS

Unless otherwise indicated in the bid documents or required by state law, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. Pasco County will pay the vendor within forty-five (45) days after the receipt of a correct invoice for the specified work or goods received. Unless otherwise indicated in the bid documents, only one (1) lump-sum payment will be made. NO progress or partial payments will be authorized.

Discounts for prompt payment requiring payment by Pasco County within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by Pasco County of a correct invoice describing reasonable work allocable to the contract or after the date of acceptance of work/goods that meets contract requirements, whichever event occurs later. Discounts for payment in less than forty-five (45) days will not be considered during evaluation for award, but may be taken if applicable after award.

PUBLIC INFORMATION

After the County provides notice of an intended decision or thirty (30) days after opening the bids, proposal, or replies, whichever is earlier, any and all information contained therein, is considered public and may be reviewed by any person interested in doing so as provided under Florida Law.

All materials submitted in response to this solicitation ultimately become public record and shall be subject to inspection and copying as provided under Florida's public records laws. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "Confidential Disclosure" and placed in a separate envelope marked as such shall be considered to qualify as Trade Secret Data. Any material to be treated as Trade Secret Data must include a justification for the request. The request will be reviewed and either approved or denied by the County. If denied, the Bidder shall have the opportunity to withdraw the entire Proposal or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total Proposal shall be considered confidential or proprietary. Any costs to preserve the Trade Secret data designation shall be the responsibility of the Bidder.

CONTRACTOR'S PUBLIC RECORDS REQUIREMENTS

The CONTRACTOR shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, CONTRACTOR shall (a) keep and maintain public records required by the COUNTY to perform the service under the Agreement; (b) upon request from the COUNTY's custodian of public records provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the COUNTY; and (d) upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR. Upon transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt

from public records requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. All documentation produced as part of this Agreement will become the property of the COUNTY. This paragraph shall survive the expiration or termination of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS MARY SUE BEAN-FICK, AT 813-235-6189, EXT 6907, mbeanfick@pascocountyfl.net, or 19420 Central Blvd, Land O'Lakes, FL 34637.

Under Florida law, a Contractor who fails to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

PUBLISHED PRODUCT SPECIFICATIONS

The bidder should submit a copy of the manufacturer's published and advertised specifications, including warranty information, for the product(s) being offered, if applicable. Failure to provide these specifications may be cause for bid rejection. If the County is unable to verify compliance with the specifications, the response may be rejected. The County's inability to verify responsiveness may result in a determination of non-responsiveness and rejection.

PURCHASE ORDER REQUIREMENT

Purchases of Pasco County are authorized only if a signed purchase order issued in advance of the transaction, showing that the ordering agency has sufficient funds available to pay for the service. Vendors providing services without a signed purchase order do so at their own risk. Pasco County will not be liable for payment for any services provided under the contract unless a valid purchase order has been issued to the contractor.

QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of Pasco County that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy Pasco County in regard to the bidder's qualifications. Pasco County may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to Pasco County all information for this purpose that may be requested. Pasco County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy Pasco County that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required.
2. The ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
4. The quality of performance of previous contracts or services.

QUALITY OF GOODS

All goods shall be new, in first class condition, and of the manufacturer's latest design of the model presently in production. All materials, supplies, and equipment furnished or services performed under the terms of this purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as other applicable Federal, State, and local codes. Equipment and materials furnished by the bidder having serious defects, corrosion, or scratches which tend to present an "other than new" appearance shall be promptly replaced or such defects promptly corrected by the bidder at no cost to Pasco County. Any existing Material Safety Data Sheets (MSDS) for the products, materials, supplies, or equipment being bid must be submitted with the bid. No product containing asbestos, lead paint or polychlorinated biphenyl (PCB) in any form will be considered for award by Pasco County.

RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to Pasco County, the same amount may be deducted from any sum due the contractor under the contract or under any other contract between the contractor and Pasco County. The rights of Pasco County are in addition and without prejudice to any other right Pasco County may have to claim the amount of any loss or damage suffered by Pasco County on account of the acts or omissions of the contractor.

RIGHT TO AUDIT

The vendor shall maintain such financial records and other records as they relate to the purchase of goods and/or services by Pasco County from the subject vendor. The vendor shall retain these records for a period of three (3) years after final payment, or until they are audited by Pasco County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by Pasco County, its designees, or other authorized bodies.

RISK OF LOSS

Pasco County shall be relieved from all risks of loss or damage to goods during periods of transportation, manufacture, and the entire time the goods are in the possession of Pasco County prior to acceptance by Pasco County. At such time, the risk of loss or damage for goods shall pass to Pasco County. The bidder/contractor shall not be responsible for damage to the goods occasioned by negligence of Pasco County or its employees.

TABULATIONS

Solicitation results (tabulations) will not be given over the telephone or via fax.

TAXES

All bids shall be submitted exclusive of direct Federal, State, and local taxes; however, if the bidder believes certain taxes are properly payable, he/she may list such taxes separately in each case directly below the respective item bid price. Prices quoted must be in units specified, and shall not include the cost of any such taxes, including those on any material, supplies, or equipment used or installed in the work. Pasco County does not pay Federal Excise and Sales Taxes on direct purchases of tangible personal property. See Exemption Number on face of the resulting purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for improvement of County-owned real property. Please refer to Chapter 192, Florida Statutes.

UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the contractor is considered by Pasco County to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by Pasco County, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, Pasco County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the contractor. Notwithstanding the above, Pasco

County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.

VENDORS LIST

Vendors must visit www.bidnetdirect.com to register as a vendor. Once registered, vendors will have the ability to view and download solicitations for Pasco County as well as other participating agencies throughout Florida.

WARRANTIES

The Vendor agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the Vendor gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.

LOCAL PREFERENCE

Under Sec. 2-111(a)(1) of Pasco County's Purchasing Ordinance, a business qualifies as "Local Business" if it meets the following requirements and is: a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) the vendor, supplier or contractor operates or performs business on a daily basis at said location; and d) has so operated or performed business at that location for at least twelve (12) months prior to the Bid or Proposal opening date; and (e) includes a copy of their local business tax receipt with their Bid or Proposal. Post office boxes shall not be used for the purpose of establishing said physical address. The justification for the application of a local preference to a particular Bidder, along with a copy of the Bidder's local business tax receipt, must be included as part of any Bid submitted.

In bidding for, or letting contracts or procurement of goods, services or construction, as described herein, the Board of County Commissioners (BOARD) may give a preference to Local Businesses in making purchases (unless otherwise precluded by the ordinance, state or federal law) as described below:

- (i) When written quotations or sealed bids are received that do not exceed \$1,000,000.00, and the lowest price is offered by a vendor that is not a Local Business, and the next lowest price is offered by a Local Business, and is within 10% of the lowest price offered, then the Local Business shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Local Business will be awarded the quotation or bid if the Local Business is otherwise fully qualified and meets all requirements of the solicitation.
- (ii) When sealed bids are received that are greater than \$1,000,000.00, and the lowest price is offered by a business that is not a Local Business, and the next lowest price is offered by a Local Business, and is within 5% of the lowest price offered, then the Local Business shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Local Business will be awarded the quotation or bid if the Local Business is otherwise fully qualified and meets all County requirements.
- (iii) The total quote or bid price shall include not only the base bid price, but also all alterations to the base bid price resulting from alternates which were both part of the bid and that will be actually purchased or awarded by the BOARD.

If two or more identical quotations or bids are received at the time the written quotations or sealed bids are opened, the award shall be made to the responsive, responsible "Local Business" as defined herein.

The preference established in this section does not prohibit the right of the BOARD to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or

proposals nor prohibit the BOARD from giving any other preference permitted by law in addition to the preference authorized in this section.

END OF GENERAL PROVISIONS

SPECIAL PROVISIONS

In addition to the General Provisions of this solicitation, these Special Provisions, along with the specifications that follow, apply in like force to this solicitation and to any subsequent contract resulting therefrom.

CONTRACT TERM

The contract period will begin on date of Pasco County Board of County Commission approval and continue for three years, under the same prices, terms, and conditions as in the original contract approved by Pasco County, unless canceled in writing by Pasco County. All contracts are subject to the appropriation of funds by Pasco County.

INSURANCE REQUIREMENTS

The insurance required must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide*. Prior to the time the contractor is entitled to commence any part of the project, work, or services under this contract, the contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. Policies of insurance required by the contract shall be primary insurance and non-contributory with respect to the County, its officials, agents, or employees. The said insurance shall be evidenced by delivery to Pasco County of 1) Certificates of Insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by Pasco County, and listing all carriers issuing the said policies; and 2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

1. Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) for each accident. The contractor agrees to waive its right of subrogation as part of this coverage.
2. Three Hundred Thousand and 00/100 Dollars (\$300,000.00) Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Three Hundred Thousand and 00/100 Dollars (\$300,000.00), each occurrence; and property damage of not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00), each occurrence. (Combined single limits of not less than Three Hundred Thousand and 00/100 Dollars [\$300,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars (\$50,000.00) per occurrence, unless otherwise stated by exception herein.
3. Comprehensive Automobile and Truck liability covering owned, hired, and nonowned vehicles with combined single limits of not less than Three Hundred Thousand and 00/100 Dollars (\$300,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.)

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverages or limits, a notice thereof shall be given to Pasco County by certified mail to: Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida 34654 5598. The contractor shall also notify Pasco County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by the said contractor from its insurer; and nothing contained herein shall absolve the contractor of this requirement to provide notice.
2. Companies issuing the insurance policy, or policies, shall have no recourse against Pasco County for payment of premiums or assessments for any deductibles that all are at the sole responsibility and risk of the contractor.
3. The term "County" or "Pasco County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pasco County.
4. Pasco County shall be endorsed to the required policy or policies as an additional named insured.
5. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by Pasco County to any such future coverage, or to Pasco County's self-insured retentions of whatever nature.

REQUIREMENTS CONTRACT

During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees this is a requirements contract and Pasco County shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of Pasco County for the period of the contract. The amount is only an estimate and the contractor understands and agrees Pasco County is under no obligation to the contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees Pasco County may require services in an amount less than or in excess of the estimated annual contract amount, and the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

TRAFFIC CONTROL

The contractor shall conduct its operations in a manner that will not interrupt pedestrian or vehicle traffic except as approved by Pasco County. The work area shall be confined to the smallest area possible to allow maximum use of the street or sidewalk and to reduce any hazard to traffic or pedestrians to a minimum. At all times, the contractor shall use workers and traffic control signs and devices necessary to comply with all applicable Federal, State, and local laws, rules, and regulations. In addition to signs and devices, when the street is obstructed to any extent by contract operations, special workers equipped with flags shall be designated by the contractor to direct vehicle and pedestrian traffic. The workers so designated shall not be assigned to any other duties while engaged in directing traffic. All personnel, signs, barricades, and any other items or devices necessary for the maintenance of traffic and safety shall be provided by the contractor. No separate payment shall be made by Pasco County for this work. All cost of this work is included by the contractor as part of the contract price. The plan for traffic control shall be as directed by Pasco County. A Right-of-Way Use Permit shall be obtained from Pasco County prior to the commencement of any work in such a right-of-way. The cost for securing such permits shall be included in the Bid.

TRANSPORTATION AND PACKING

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the seller, f.o.b. **Pasco County, FL**. No additional charges will be allowed for packing, packages, or partial delivery costs.

By submitting their bids, all bidders certify and warrant that the price offered for f.o.b. destination includes only the actual freight rate costs at the lowest and best rate and is based upon actual weight of the goods to be shipped. Standard commercial packaging, packing, and shipping containers shall be used, except as otherwise specified herein.

PERFORMANCE OF THE WORK

Work and/or purchases are authorized by the County only if a properly executed Work Order is issued in advance of the transaction, showing that the County has sufficient funds available to pay for the goods and/or services. Contractors providing goods and/or services without a properly executed Work Order do so at their own risk. The County will not be liable for payment for any services provided under the Contract unless a valid Work Order has been issued to the Contractor.

In the event that Bidder is awarded the Contract, Bidder agrees that should Bidder fail to complete the work within the time stipulated in the Work Order or within such extra time granted by the County as provided in the Agreement, the Bidder shall pay to the County for delay and loss of use, and not as a penalty but as liquidated damages as stated in the Agreement section.

WORK ORDERS AND WORK ORDER PROCEDURES

Upon execution of the Agreement, the Contractor will begin receiving Work Orders. The Contractor will be issued a separate Work Order for each particular item of work assigned by the County. Each Work Order shall describe the work included and stipulate the maximum fee as well as the number of calendar days within which the Contractor must both commence and complete the work for the particular Work Order. Work Orders will be executed by the County Administrator, Assistant County Administrator for Public Infrastructure, or their designee.

For Non-Emergency As-Needed on-site work the County will contact the Contractor for a work order proposal to complete a particular Work Order. The Contractor shall respond within three (3) business days with a work order proposal including time to complete from the Notice to Proceed, proposed bid items to be utilized for the work, anticipated materials with cost, and total cost. The County shall then execute a Work Order and deliver it to the Contractor. The Contractor shall not receive additional compensation for the work order proposal process.

The Contractor shall have no claim for compensation greater than the maximum listed on the work order proposal and Work Order form.

Following execution of any part of any work as described in Work Order, and within time stipulated in the Work Order, the Contractor shall submit a written proposal for any additional work that, in the Contractor's opinion, is not listed in the Work Order. The proposal shall list all recommended work, describing each item of work in sufficient detail to complete the work order. If it agrees, the County shall then revise the Work Order and deliver it to the Contractor to complete the work or reject the proposal.

The County Administrator, Assistant County Administrator for Public Infrastructure, or their designee may order emergency as-needed on-site work. Emergency work is performed any day, including weekends and Holidays recognized by Pasco COUNTY. The Contractor shall respond to emergency requests within four (4) hours of notification and begin work on-site within twenty-four (24) hours. The Contractor shall perform the work not to exceed that listed in the Work Order Form. The Contractor shall have no claim for compensation greater than the maximum listed on the Work Order Form.

Critical or emergency work shall take priority over normal priority work. In the event that critical or emergency work prevents timely completion of normal priority work, at the request of the Contractor, the County Administrator, Assistant County Administrator for Public Infrastructure, or their designee will review outstanding Work Order(s) to determine an appropriate extension of time to complete the Work Order(s).

The County may order critical as-needed on-site work during normal business hours. The Contractor shall respond to critical requests on-site within one (1) hour of notification and begin work on-site within two (2) hours. Critical work is defined by required response time and is performed Monday through Friday 7:00 am to 6:00 pm. The Contractor shall perform the work not to exceed that listed on the Work Order form. Only actual time on-site shall be billed. Contractor shall fill out logs at the nearest County

Facility to substantiate work performed.

WORK ORDER CLOSE OUT

For payment of work under this contract, the Contractor shall submit to the COUNTY the properly executed copies of the Work Order(s), and invoice. The invoice shall include Work Order number, location of work, cost of the work according to the rates listed in the Bid Form, and actual dates of the work. The COUNTY will evaluate the Application for Payment within forty-five (45) days, which shall meet the requirements set forth in these Contract Documents. Upon approval, the County Administrator, Assistant County Administrator for Public Infrastructure, or their designee, will authorize final payment to be made and close out the Work Order(s).

All work and support is subject to verification by the COUNTY. Contractor shall maintain logs to verify work and support performed. Failure to maintain adequate records or provide authorized work orders shall result in non-payment or cancellation of the Contract.

The Bidder further agrees to begin work within three (3) calendar days after the date of the Notice to Proceed or otherwise approved in advance and to complete the project, in all respects, within the number of calendar days allotted for each Work Order, after the date indicated on the Work Order executed by the County Administrator, Assistant County Administrator for Public Infrastructure, or their designee. The Bidder shall also comply with specific completion dates and sequences indicated elsewhere in the Contract Documents or as set forth in the Work Order

All work is subject to verification by the County. Contractor shall maintain proper records to verify work performed. Failure to maintain adequate records or provide authorized work orders shall result in non-payment or cancellation of the Contract.

END OF SPECIAL PROVISIONS

VALVES CHANGE-OUT PROGRAM- ANNUAL CONTRACT
IFB-KM-20-088
Specifications

PART 1 - GENERAL

1.1. SCOPE OF WORK

- A. Contractor shall furnish all labor, materials, equipment and incidentals required for complete installation and ready for operation valves and appurtenances, underground and aboveground, as specified herein.
- B. The Contractor shall install various types of valves for water, reclaimed, and wastewater systems for Pasco County Utilities. The Contractor will be responsible for installing new and replacement valves at various locations throughout the County. The work will be authorized through Work Orders issued for specific work on as needed basis.
- C. Each assignment under this Contract shall be a turn-key job and work shall include, but not be limited to traffic controls, excavation, dewatering, shoring as necessary, installation, all valve parts and accessories, including sleeves, valve indices and valve boxes; and restoration work for the disturbed areas. The installation work shall include cutting pipelines to remove and install new valves as applicable for the pipe connections and draining of water from within the isolated piping sections.
- D. All work under this Contract shall be in accordance with the latest approved version of the Pasco County Utilities Standards for Design and Construction.
- E. County staff will be responsible for any shutdown and bypass work, but Contractor shall coordinate and provide seven (7) day notice in advance of any proposed work. The County will also be responsible for providing any necessary notices to affected customers when applicable.
- F. Work under this Contract will be performed in properties, Rights-of-Way, and/or easements owned by the County. The Contractor shall comply with any permit or ownership requirements that might be required while performing the work at those locations.
- G. All permits will be provided by the County when required.
- H. The successful Contractor shall have at least three (3) years of experience with similar installations for the utility industry.

1.2. WORK ORDERS PROCEDURE

- A. Work Order Approval:
 - 1.2.1.1. After approval of the Contract by the Board of County Commissioners, the Contractor will begin receiving work orders on an as-needed basis. The Contractor will be issued a separate Work Order for each particular item of work assigned by the County in accordance with the Contract Documents.
 - 1.2.1.2. For each proposed Work order, the County will furnish a scope of work to the Contractor requesting a Work Order Proposal. The contractor shall respond within five (5) business days with a not-to-exceed quote including time to complete work, with cost based on the bid items included on the Bid Form for the proposed work. The County shall then review the quote and will approve or reject the said proposal. Upon approval of quote, The County will provide the Contractor with a Work Order signed by the Assistant County Administrator or his designee followed by a Notice to proceed in writing or via e-mail stating the time to start and finish the work. The Contractor shall not receive additional compensation for the proposal process. The Contractor shall have no claim for compensation greater than the maximum listed on the quote unless approved by the Assistant County Administrator or his designee in advance.
 - 1.2.1.3. The Contractor shall submit a written proposal for any additional work that, in the Contractor's

opinion, is not listed in the quote. The proposal shall list all additional work, describing each item of work in sufficient detail. The County reserves the right to reject the additional work at its sole discretion.

B. Work Order Closeout:

1.2.1.4. For payment of work under this contract, the Contractor shall submit an invoice which shall include the work order number, location of work, cost of the work according to the Pay Items in the Bid Form, and actual dates of the work. The invoice shall be accompanied by a copy of the signed Work Order stating the acceptance of the work by the County authorized personnel.

1.2.1.5. All work and support documentation shall be subject to verification by the County. The Contractor shall maintain logs to verify work and services performed. Failure to maintain adequate records may result in delay in payments.

PART 2 - MATERIALS

2.1 GENERAL REQUIREMENTS

A. For payment of work under this contract, the Contractor shall submit an invoice which shall include the work order number, location of work, cost of the work according to the Pay Items in the Bid Form, and actual dates of the work. The invoice shall be accompanied by a copy of the signed Work Order stating the acceptance of the work by the County authorized personnel.

B. All work and support documentation shall be subject to verification by the County. The Contractor shall maintain logs to verify work and services performed. Failure to maintain adequate records may result in delay in payments.

2.2 BUTTERFLY VALVES

A. Butterfly valves shall be provided as shown on the Work Order.

B. Butterfly valves shall meet API-609, MSS SP-67, and ISO 5752 face-to-face dimensions. Butterfly valve sizes from 14" and larger shall be rated at 200 psi WOG service. All butterfly valves shall be full rated on dead-end service.

C. All butterfly valve bodies shall be ductile iron 65-45-12, bi-directionally tested in both directions, and air bubble tight with zero leakage, with ASME Class 150 flanges on aboveground applications.

2.3 RESILIENT SEATED AND RESILIENT WEDGE GATE VALVES

A. All gate valves 2-inch to 36-inch in diameter shall be resilient seated or resilient wedge, manufactured to meet or exceed the requirements of AWWA C509, latest revision, and in accordance with these Specifications. Valves shall have an unobstructed waterway equal to or greater than the full nominal diameter of the valve.

B. The valves are to be non-rising stem with the stem made of cast, forged or rolled bronze shown in AWWA C509. Two stem seals shall be provided and shall be of the O-ring type, one above and one below the thrust collar.

C. The sealing mechanism shall consist of a cast iron gate having a vulcanized synthetic rubber coating, or natural rubber seat ring. The resilient sealing mechanism shall provide zero leakage at the water working pressure when installed with the line flow in either direction.

D. The valve body, bonnet, and bonnet cover shall be cast iron ASTM A126, Class B. All ferrous surface inside and outside shall have a fusion-bonded epoxy coating. A handwheel or wrench nut shall be provided for operating the valve. All Valves are to be tested in strict accordance with AWWA C509.

E. Valves shall be manufactured by Mueller, Clow, Kennedy, American Darling or approved equal.

2.4 PLUG VALVES

- A. Plug valves shall be designed for a working pressure of 175 psi for valves 12" and smaller, 150 psi for valves 14" and larger with flanged, restrained mechanical, grooved or threaded connections as called for on the Work Order.
- A. Valves shall be of the non-lubricated, eccentric type with resilient faced plugs. Flanges shall be faced and drilled in accordance with ANSI B16.1, Class 125. Mechanical joint ends shall conform to ANSI 21.11. Screwed ends shall conform to National Pipe Thread standards as required for correct jointing with connected piping. Grooved ends shall conform to AWWA C606. Port areas on valves 4-inch and larger shall be at least 100% of full pipe area. Drop tight shut-off shall be provided at full rated working pressure in the standard flow direction and 50 psi in reverse flow direction. An adjustable close position stop shall be provided for field adjustment. The seat end and standard flow direction shall be cast on the valve body. The shaft seal shall be the adjustable multiple V-ring type or U-cup seal.
- B. Valve bodies shall be of cast iron, 30,000 psi tensile strength, ASTM A126, Grade B, or of ductile iron, ASTM A536 and of the top entry, bolted bonnet design, cast with integral flanges conforming to the connecting piping. All exposed bolts, nuts and washers shall be zinc or cadmium-plated, except for buried or submerged valves, which shall have Type 316 stainless steel hardware.
- C. Valve shall have an integral upper and lower shaft which shall have seals on the upper and lower journals to prevent entrance of solids into the journals. It shall have a full resilient facing of neoprene or Buna-N.
- D. All shaft seals shall be replaceable without disassembly of the valve. The plug shall be of a one-piece design with a precision molded resilient facing. The resilient seating surface shall not be in the flow way pattern when the valve is in the open position. The body seating surface shall be welded nickel. Bearings shall be 316 stainless steel. Thrust bearings shall be provided in the upper and lower journal areas. Shaft bearings shall be permanently lubricated, rigidly backed TFE, stainless steel or bronze at both upper and lower stem journals
- E. The seating design shall be resilient and of the continuous interface type having consistent opening and closing torques and shall be non-jamming in the closed position. Screw-in seats shall not be acceptable.
- F. Coating: The valve interior shall be fusion-bonded, or 2-part thermal set epoxy coated per AWWA C-550. The exterior of the flanged and buried valves shall be coated per Manufacturer's instructions according to each utility application.
- G. 6" and smaller exposed valves shall be provided with wrench actuators. 8" and larger exposed valves shall be provided with worm gear type manual actuators. All buried valves shall be provided with worm and gear actuators suited for the intended service. Valve actuators shall be fully grease packed and have stops in the open/close position. The actuator shall have a mechanical stop which will withstand an input torque of 450 lbs. against the stop.
- H. Valve shall be Type PEF as manufactured by Dezurik or approved equal.

2.5 VALVE BOXES

- A. All buried valves shall have cast-iron three-piece valve boxes. Valve boxes shall be provided with suitable heavy bonnets and extend to such elevation at or slightly above the finished grade surface, as directed by the County. The barrel shall be two-piece, sliding type, having 5-1/4-inch shaft. The upper section shall have a flange at the bottom having enough bearing area to prevent settling and shall be complete with cast iron covers.
- B. All valves shall have actuating nuts extended within 12-inches of the top of the valve boxes. The Contractor shall furnish and install extension rods, as necessary, to adjust the elevation of the actuating nuts.
- C. Valve box covers shall indicate the type of service as "Water", "Reuse" or "Sewer."
- D. Concrete pads shall be installed around each valve box per County Standards detail drawings. Concrete

mix shall be of 2500 psi minimum.

2.6 VALVE INDICES (VALVE ID)

- A. The Contractor shall be responsible for furnishing and installing ID tags for all valves furnished as per the Pasco County Utilities Standards for Construction latest version. Tags on above ground valves shall be noncorrosive metal or plastic, 2-inches in diameter, 19-gauge thick. Tags for buried valves shall be secured to a concrete base as shown on the Work Order Drawings. Tags shall have stamped on them the information of the valve as per County Standards detail drawings.

2.7 COMMON FILL

- A. Common fill shall consist of mineral soil, free of organic material, loam, wood, trash and other objectionable material which may be compressible, or which cannot be compacted properly. Common fill shall not contain stones larger than 4-inch in any dimension, broken concrete, masonry, rubble, or other similar materials. It shall have physical properties such that it can be readily spread and compacted during filling.
- B. Material falling within the above specification, encountered during the excavation, may be stored in segregated stockpiles for reuse. All material, which in the opinion of the County is not suitable for reuse, shall be spoiled as specified herein for disposal of unsuitable materials.

2.8 SELECT FILL

- C. Select fill shall be non-cohesive, non-plastic material free of all debris, lumps or clods. Fill material shall be clean earth fill composed of sand or an approved mixture of clay and sand. Backfill material placed within one foot of piping and appurtenances shall not contain any stones or rocks larger than two inches in diameter, or 3/4-inch in diameter for PVC pipe.

PART 3 - EXECUTION

3.1 VALVES INSTALLATION

- A. All valves and appurtenances shall be installed in the locations shown on the Work Order, true to alignment and rigidly supported. Valves shall be installed as per manufacturer's instructions and best industry practices. Larger valves may be installed in the horizontal position, with exception to valves used in wastewater applications.
- B. The Contractor shall coordinate all scheduled shutdown activities with the County Utilities Department. The County shall be responsible for the manual closure of the nearest existing valves so that the existing section of system piping can be isolated for subsequent work by the Contractor. For underground installations, the Contractor shall cut the existing piping, as necessary to remove the existing damaged valve, and install the new valve in the same proximity. The new valve, along with same-sized replacement piping section and union/sleeve, shall be reinstalled with all mechanical joints restrained per County standards. As specified in the Measurement and Payment section, the Contractor shall be responsible for the collection, transport, and disposal of all surplus water generated during connection to the County's existing system piping, including providing pumping equipment/trucks, hoses, etc.
- C. Adequate vertical support shall be provided below the new valve materials to support the weight of the exposed utility piping and to prevent damage to the existing piping during installation of the valve. The support type and material shall be provided and installed as recommended by the manufacturer, and as approved by the County. If cast-in-place concrete is utilized as the support material, the proper cure time shall be provided before installation of the valve. Concrete shall be Class II.
- D. After installation, all valves and appurtenances shall be tested at least 2 hours at the working pressure corresponding to the class of pipe, unless a different test pressure is specified. If any joint proves to be defective, it shall be repaired to the satisfaction of the County. Any damaged valve shall be replaced at the Contractor's expense to the satisfaction of the County before acceptance of installation.

- E. Valve boxes with concrete pads shall be installed as shown on the Work Order. Mechanical joints shall be restrained in the standard manner and in accordance with County Standards. Valve stems shall be vertical in all cases. Place cast iron box over each stem with base bearing on compacted fill and top flush with final grade. Boxes shall have sufficient bracing to maintain alignment during backfilling. Knobs on cover shall be parallel to pipe. Remove any sand or undesirable fill from valve box.
- F. **Measurement and Payment:** Valve installation work shall include furnishing and installing all equipment, tools, materials, and labor for the complete installation of the valve, including:
 1. Valve Body, parts and appurtenances;
 2. Valve box, valve indice, concrete pad, and extension rod, as necessary
 3. Installation of temporary tapping saddle, corporation stop, 2-inch diameter polyethylene piping (as needed), and performing the tap, for the purpose of reducing water pressure in the isolated piping section.
 4. Cutting of existing piping to drain the isolated piping section and remove the existing valve,
 5. Pumping of the surplus water from the isolated piping section to maintain a dry excavation area;
 6. Preparing the pipe and valve bedding and providing structural support (i.e., concrete, blocking, etc.);
 7. Furnish and install pipe shorts and union/sleeve to allow for piping reassembly;
 8. Field-cutting joints, beveling, gasketing, and jointing;
 9. Furnish and install restraints to secure all mechanical joints;
 10. Hydrostatic pressure testing, including all testing equipment, complete;
 11. Disinfecting the new valve, piping section(s), and fittings prior to installation (potable water mains only) will be paid under the allowance;
 12. Connecting the new valve, piping, and fittings to the existing piping;
 13. Removal and disposal of damaged valve, piping, and fittings.
 14. Payment for MOT, excavation, dewatering, sewage disposal and restoration will be paid under separate pay items.

3.2 EXCAVATION WORK

- A. The excavation work shall consist of all materials that can be excavated to be re-used for backfilling, and unloaded using heavy ripping equipment and wheel tractor-scrapers with pusher tractors; or that can be excavated and loaded onto hauling equipment to be transported off-site by excavators equipped with attachments (shovel, bucket, backhoe, dragline, or clam shell) appropriate to the material type, character, and nature of the materials.
- B. As soon as practicable after the valve and associated components have been installed and tested for leakage, backfilling shall begin and thereafter be prosecuted expeditiously.
- C. Select backfill material free from stones and other foreign material shall be placed in 6-inch lifts to a depth of 1-foot over the top of the piping. Backfill shall be thoroughly compacted by hand-tamping as placed. The remainder of the trench shall be backfilled in loose 12-inch lifts of common or select fill as applicable.
- D. Any space in the trench shall be packed full by hand shovel with select fill, free from stones having a diameter greater than two inches, and thoroughly compacted with a tamper.
- E. The filling shall be carried up evenly on both sides of the trench with at least one person tamping for each person shoveling material into the trench.
- F. The remainder of the trench above the compacted backfill, as just described shall be filled thoroughly and compacted by rolling, ramming, as the County may direct, sufficiently to prevent subsequent settling.
- G. Backfill around structures shall be select material and thoroughly compacted in one-foot lifts. All backfill shall be compacted, especially under and over pipes connected to the structures.
- H. All fill shall be placed in a dry condition
- I. **Measurement and Payment:** Payment under this item shall include all labor, supervision, equipment, tools, incidental dewatering, trenching, shoring as necessary for the installation of the various types of valves as

stated in these specifications and based on the unit price stated on the Bid Form. Price shall also include backfilling, compaction, and rough grading work of the excavated soil.

3.3 DEWATERING:

A. Incidental Dewatering:

1. Dewatering performed to lower and control groundwater levels and hydrostatic pressure to permit excavation for any of the work covered under these Specifications using a pumping system equal or lesser than six (6) inch suction piping excluding well pointing. The cost of this work shall be included in the excavation pay item.

B. Dewatering by Well Pointing:

1. The temporary dewatering system as specified in these specifications shall be the minimum system required for controlling groundwater. The installed system shall be capable of lowering and maintaining the groundwater to at least 3-feet below the bottom of the excavation and until the required utilities are installed and backfilled. Within these limits, the Contractor shall be responsible for the design of the entire temporary dewatering system and shall make whatever modifications and additions to the system as may be required for the system to fulfill its requirements.
2. The Contractor shall design, furnish, install, test, operate, monitor and maintain the minimum well point system as specified herein, including all discharge piping and connections at point of discharge, sufficient to lower the ground water level or hydrostatic head below the bottom of the excavation, or lower, so as to prevent seepage of water into the excavation and permit installation of all utilities "in the dry".
3. The Contractor shall provide system maintenance including, but not limited to, at least daily supervision by someone skilled in the operation, maintenance, and replacement of system components. Dewatering and pressure relief shall be a continuous operation and interruptions due to power outages, or any other reason, shall not be permitted. A responsible operator capable of starting, finishing and maintaining the dewatering system and starting standby equipment shall be on duty at all times. Some responsible person shall continuously monitor the dewatering and surface water central systems, until the Contractor has received approval from the County that they may discontinue surface and/or groundwater control.
4. The Contractor is responsible for managing discharge of the pumped groundwater within the available County-owned right-of-way, unless approved otherwise by the County.
5. **Measurement and Payment:** Measurement for well point systems shall be measured by the linear foot of trench being dewatered. The measurement shall be taken along the centerline of the trench. Payment shall be made at the contract unit price bid for "wellpointing" and shall be full compensation for all materials, equipment and labor necessary to furnish, install, operate and maintain the well point system

3.4 UNSUITABLE MATERIALS REMOVAL

- #### A.
- During the excavation work, the Contractor shall set aside all earthen materials that are considered unsuitable for backfill in the same trench. The County representative shall be provided an opportunity to observe the materials and authorize the subsequent removal from the site.

B. **Measurement and Payment:**

1. Measurement for payment shall be the number of cubic yards of rock, muck, or other unsuitable materials removed, determined by truck volumes based on material being heaped in the truck bodies in such a manner as to leave no voids along the perimeter. The full struck-off level of the truck body shall be used to determine the volume.
2. Payment shall be made at the unit price bid for furnishing all equipment, labor, tools, and materials for the complete removal and off-site disposal of unsuitable or unstable trench materials, as directed in writing by the County, including:

- a) Removal and disposal of rock, concrete, etc., which cannot be removed with standard trench equipment and methods;
- b) Removal and disposal of all rocks;
- c) Removal and disposal of trench muck, clay or other unsuitable materials encountered within the trench below the pipe invert elevation; and,
- d) Replacing, by furnishing, backfilling and compacting with imported materials approved by the County in advance.

3.5 IMPORT FILL

A. **Measurement and Payment:**

- 1. Measurement for payment shall be based on the cubic yard of select fill imported, placed and graded.
- 2. Payment shall be made at the unit price bid for furnishing all equipment, labor, tools, and materials to import fill for backfilling as per Section 3.2.

3.6 PUMP/VAC TRUCK SERVICES

- A. During installation of the valve and associated piping materials, the Contractor shall be responsible for the collection, transport, and disposal of all surplus water generated during connection to the County's existing system piping. Wastewater, including sewage and/or non-potable water, shall be removed from the site and disposed of at an approved County facility, as directed by the County representative(s).
- B. **Measurement and Payment:** The surplus water removal work shall include furnishing and installing all equipment, tools, materials, and labor for the complete removal, transport, and disposal of the water, including pumps, hoses, connections, trucks, and appurtenances. Measurement shall be based on the volume of water placed into the truck(s) and hauled away. Payment shall be made at the unit price bid for furnishing all equipment, labor, tools, and materials to collect, transport, and dispose of the water.

3.7 ROADWAY REPLACEMENT

- A. The Contractor shall provide all labor, equipment, tools, and materials to restore asphalt or concrete pavement and pavement bases cut and removed during construction. Roadway restoration work to be paid for under these items includes:
 - 1. Furnishing, placing, grading, and compacting approved limerock base;
 - 2. Furnishing, placing, and grading asphaltic concrete surface course;
 - 3. Restoring concrete driveway;
 - 4. Furnishing, placing, and grading asphaltic concrete overlay and asphalt milling.
 - 5. Removal and disposal of cut or damaged roadway materials.
- B. Pavement restoration shall conform to the existing conditions (in-kind re-construction) at each specific location.
- C. The Contractor shall maintain the re-constructed pavement areas for a period of six (6) months after final acceptance by the County. The cost of maintaining the restored areas shall be included in the bid price.
- D. The Contractor shall texture/paint new driveway and roadway sections to match existing.
- E. **Measurement and Payment:**
 - 1. Measurement for payment of the price bid shall be based on the actual quantity of roadway surface as measured in the field, and as agreed to by the County, of material installed and accepted.
 - a) The unit price shall assume a replacement depth of limerock base of 10 inches. The replacement depth of asphalt (Type S-3 or SP 12.5) shall be based on 2 inches.
 - 2. Payment shall be made at the unit price bid for furnishing all equipment, labor, tools, and materials for the

complete restoration of pavement disturbed during construction.

3.8 SIDEWALK REPLACEMENT

- A. The Contractor shall provide all labor, equipment, tools, and materials to restore concrete sidewalks cut and removed during construction. Restoration work to be paid for under these items includes:
 - 1. Furnishing, placing, grading, and compacting sidewalk base;
 - 2. Furnishing, placing, leveling, and smoothing 4-inch thick concrete sidewalk or sidewalk ramps;
 - 3. Removal and disposal of cut or damaged concrete sidewalk materials.
- B. Sidewalk restoration shall conform to the existing conditions (in-kind re-construction) at each specific location.
- C. **Measurement and Payment:**
 - 1. Measurement for payment of the price bid shall be based on the actual quantity of sidewalk surface as measured in the field, and as agreed to by the County, of material installed and accepted.
 - a) The unit price shall assume a replacement depth of concrete of 4 inches.
 - 2. Payment shall be made at the unit price bid for furnishing all equipment, labor, tools, and materials for the complete restoration of sidewalk disturbed during construction.

3.9 MAINTENANCE OF TRAFFIC (MOT)

- A. Contractor will be responsible for all MOT activities during the valve installations as per the Florida Department of Transportation (FDOT) and County ROW requirements. Unless permission to close a street is received in writing from the proper authority, all excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the Contractor's operations cause traffic hazards, he shall repair the road surface, provide temporary ways, erect wheel guards or fences, or take other measures for safety satisfactory to the County.
- B. Detours around construction will be subject to the approval of the FDOT and the County. Where detours are permitted, the Contractor shall provide all necessary barricades and signs as required to divert the flow of traffic. While traffic is detoured the Contractor shall expedite construction operations and those periods when traffic is being detoured will be strictly controlled by the County.
- C. The Contractor shall take precautions to prevent injury to the public due to open trenches. Night watchmen may be required where special hazards exist, or police protection provided for traffic while work is in progress. The Contractor shall be fully responsible for damage or injuries whether or not police protection has been provided.
- D. **Measurement and Payment:** Payment under this item shall include all labor, supervision, equipment, tools, and devices based on the unit price stated on the Bid Form for all traffic controls as per FDOT indexes as necessary.

3.10 LINE STOPS

- A. Contractor shall provide all material, equipment and labor to provide line stopping technique to stop flow in pressurized pipes. Line stops can be single or double. The contractor will provide the all devices including valves to start and complete the work including installation and removal of the line stop equipment as applicable.
- B. **Measurement and Payment:** Payment shall be made at the unit price bid in the Proposal for furnishing all equipment, labor, tools, and materials for each line stop work, including: excavation, incidental dewatering, backfilling, concrete support and restoration.

3.11 MOBILIZATION/ DEMOBILIZATION

- A. The work consists of the transfer of the Contractor's resources to/and from the project site until the work is complete for each Work Order.
- B. **Measurement and Payment:** Payment under this item shall be a lump sum not-to-exceed 4% of the work subtotal for each.

3.12 RESTORATION

- A. Contractor shall restore all disturbed areas to pre-existing conditions or better. Restoration shall include, but not be limited to, final grading, re-sodding, fertilizing, fence replacements, lawn restoration, watering of sod until re-establishment, irrigation repairs, among others as needed. All restoration work shall be as per the applicable County' Standards and Right-Of-Way restoration requirement in effect. All work shall be paid under the applicable bid item included in the Bid Form for each Work Order. Sidewalk and pavement replacements will be paid under separate item as stated herein.
- B. **Measurement and Payment:** Payment under this item shall a lump sum per Work Order not-to-exceed 10% of the work sub-total.

3.13 ALLOWANCE

- A. The use of the allowance funds shall be approved in advance by the County as part of the Work Order approval procedure at the County's sole discretion for additional work not covered by any other pay item for each individual Work Order. The amount to be included per each Work Order shall not exceed 15% without County's approval.

3.14 INSPECTION AND TESTING

- A. Completed valve replacement work shall be subjected to a hydrostatic pressure and leakage test by the County in accordance with the any existing regulatory requirement as applicable. Any defective work as a result of the testing shall be corrected by the Contractor at no additional cost to the County.

3.15 WARRANTIES

- A. Work under this Contract shall be warrantied for one year from acceptance by the County. All defective work shall be repaired within seven (7) days from notification unless approved otherwise by the County. Products shall be provided with Manufacturer's warranties as applicable.

END OF SPECIFICATIONS

BID FORM

Business Name: _____
 (This name must match the name on your current W9 Form. The W9 will be requested at the time of award.)

BID FORM FOR VALVES CHANGE-OUT PROGRAM- ANNUAL CONTRACT					
Item No.	*Estimated Quantities		Description	Bid Price	
	Qty.	Unit		Unit Price	Total Price
1	50	EA	Furnish & Install 2" Gate Valve with Valve Box and Valve Indices	\$	\$
2	50	EA	Furnish & Install 4" Gate Valve with Valve Box and Valve Indices	\$	\$
3	50	EA	Furnish & Install 6" Gate Valve with Valve Box and Valve Indices	\$	\$
4	50	EA	Furnish & Install 8" Gate Valve with Valve Box and Valve Indices.	\$	\$
5	10	EA	Furnish & Install 10" Gate Valve with Valve Box and Valve Indices	\$	\$
6	20	EA	Furnish & Install 12" Gate Valve with Valve Box and Valve Indices	\$	\$
7	2	EA	Furnish & Install 14" Gate Valve with Valve Box and Valve Indices	\$	\$
8	20	EA	Furnish & Install 16" Gate Valve with Valve Box and Valve Indices	\$	\$
9	10	EA	Furnish & Install 18" Gate Valve with Valve Box and Valve Indices	\$	\$
10	5	EA	Furnish & Install 20" Gate Valve with Valve Box and Valve Indices	\$	\$
11	10	EA	Furnish & Install 24" Gate Valve with Valve Box and Valve Indices	\$	\$
12	10	EA	Furnish & Install 30" Gate Valve with Valve Box and Valve Indices	\$	\$
13	5	EA	Furnish & Install 36" Gate Valve with Valve Box and Valve Indices	\$	\$

**BID FORM FOR
VALVES CHANGE-OUT PROGRAM- ANNUAL CONTRACT**

Item No.	*Estimated Quantities		Description	Bid Price	
	Qty.	Unit		Unit Price	Total Price
14	5	EA	Furnish & Install 16" Butterfly Valve with Valve Box and Valve Indices	\$	\$
15	5	EA	Furnish & Install 18" Butterfly Valve with Valve Box and Valve Indices	\$	\$
16	5	EA	Furnish & Install 20" Butterfly Valve with Valve Box and Valve Indices	\$	\$
17	2	EA	Furnish & Install 24" Butterfly Valve with Valve Box and Valve Indices	\$	\$
18	2	EA	Furnish & Install 30" Butterfly Valve with Valve Box and Valve Indices	\$	\$
19	2	EA	Furnish & Install 36" Butterfly Valve with Valve Box and Valve Indices	\$	\$
20	2	EA	Furnish & Install 4" Plug Valve with Valve Box and Valve Indices	\$	\$
21	10	EA	Furnish & Install 6" Plug Valve with Valve Box and Valve Indices	\$	\$
22	10	EA	Furnish & Install 8" Plug Valve with Valve Box and Valve Indices	\$	\$
23	5	EA	Furnish & Install 10" Plug Valve with Valve Box and Valve Indices	\$	\$
24	10	EA	Furnish & Install 12" Plug Valve with Valve Box and Valve Indices	\$	\$
25	5	EA	Furnish & Install 16" Plug Valve with Valve Box and Valve Indices	\$	\$
26	2	EA	Furnish & Install 20" Plug Valve with Valve Box and Valve Indices	\$	\$
27	4	EA	Furnish & Install 24" Plug Valve with Valve Box and Valve Indices	\$	\$
28	2	EA	Furnish & Install 30" Plug Valve with Valve Box and Valve Indices	\$	\$
29	3	EA	Furnish & Install 36" Plug Valve with Valve Box and Valve Indices	\$	\$

**BID FORM FOR
VALVES CHANGE-OUT PROGRAM- ANNUAL CONTRACT**

Item No.	*Estimated Quantities		Description	Bid Price	
	Qty.	Unit		Unit Price	Total Price
30	200	DAY	Furnish & Install MOT per FDOT Indexes 600, 611, & 612, Per Occurrence	\$	\$
31	1	EA	Furnish & Install 6" - 8" Line Stops	\$	\$
32	1	EA	Furnish & Install 10" -12" Line Stops	\$	\$
33	1	EA	Furnish & Install 14"- 16" Line Stops	\$	\$
34	1	EA	Furnish & Install 18"- 24" Line Stops	\$	\$
35	1	EA	Furnish & Install 30" – 36" Line Stops	\$	\$
36	200	CY	Excavation – Including Incidental Dewatering, Shoring, and Backfill	\$	\$
37	20	CY	Excavation & Removal of Unsuitable Material	\$	\$
38	100	CY	Furnish & Install Imported Fill	\$	\$
39	100	LF	Dewatering by Wellpoints	\$	\$
40	20,000	GAL	Pump/Vac Truck Services (Sewage Removal, Hauling, and Disposal)	\$	\$
41	500	SY	Roadway Replacement	\$	\$
42	500	SF	Sidewalk Replacement	\$	\$
Sub-Total:					
43	1	LS	Restoration (10% of Sub-Total for bidding purpose)	\$	\$
44	1	LS	Mobilization/Demobilization (4% of Sub-Total for bidding purpose)	\$	\$
45	1	LS	Allowance (10% of Sub-Total for bidding purpose)	\$	\$
TOTAL BID PRICE (All items):					\$

Manufacturer: _____

Model: _____ Year: _____

Warranty: _____

Delivery _____ Calendar Days After Receipt of Order.

BIDDER'S EXPERIENCE LIST

Customer Name	Address	Telephone Number	No. of Years of Service	Contact Name

BIDDER QUESTIONNAIRE

Bidder's Name _____

Bidder's Address _____

Telephone No. _____ FAX No. _____

Number of years in this type of service? _____ Years

Number of years authorized to do business in the State of Florida _____ Years

Number of employees "ON THE JOB" each day? _____

Will you subcontract any part of this work? If so give details:

List all equipment, which will be available upon commencement of the agreement to perform the required service.

Do you currently hold any municipality/county contracts? Yes _____

No _____

If so, what municipalities/counties?

Copies of all licenses and certifications held to meet State and Local requirements must be submitted with this bid. Type of License (s) /Certification (s):

List three references of firms receiving similar service to that requested in this bid.

1. Firm _____ Telephone No. _____
Contact _____

2. Firm _____ Telephone No. _____
Contact _____

3. Firm _____ Telephone No. _____
Contact _____

TRENCH SAFETY ACT COMPLIANCE FORM

BID NO.: _____

OPENING DATE: _____

TITLE: _____

PROJECT NUMBER: _____

Bidder acknowledges that included in the various Bid items of the proposal form and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. No additional payment will be made to the contractor for this work. The bidder further identifies the costs as summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Units (Quantity)	Unit Cost	Extended Cost
A.					
B.					
C.					
D.					

Total \$ _____

Name of Firm _____

Authorized Signature _____ Date _____

Title _____

NOTE: Failure to complete and return this form may result in the bid being declared nonresponsive.

"We offer to sell/provide Pasco County, Florida, the above item(s) and/or service(s) at the price(s) stated, in accordance with the terms and conditions contained herein. In addition, the item(s) and/or service(s) offered above meet all specifications contained herein or attached, unless otherwise stipulated by exception. This offer to sell/provide is firm for ninety (90) days."

MUST BE SIGNED BY AN OFFICER OF THE FIRM OR INCLUDE WRITTEN PROOF THAT THE INDIVIDUAL SIGNING HAS THE AUTHORITY TO OBLIGATE THE FIRM. FOR SERVICES ONLY - VENDOR MUST BE REGISTERED ON SUNBIZ <http://www.sunbiz.org/index.html> FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS.

(Signature of Bidder—Ink)

(Printed Name and Title)

(Business Name)

Receipt of Addendum No. _____ through No. _____ is acknowledged.

Business Name: _____
(The Name on File with the Internal Revenue Service)

Doing Business as (Fictitious Name): _____

Business Organization:

- Corporation:
- Partnership: General Limited
- Limited Liability Company (LLC):

State Registered In: _____ Year: _____

Sole Proprietorship: Owner: _____

Other: _____ Fed ID # _____

Local Vendor Preference (Business Tax Receipt Required with Submittal)

Telephone: _____ Facsimile: _____

Email Address: (Vendor Point of Contact): _____

Address: _____

_____ Date _____ 2020

**ATTACHMENT A
BIDDER INFORMATION/CERTIFICATION FORM
(MUST BE SUBMITTED WITH THE BID FORM AND FULLY EXECUTED)**

1. Legal Name of Bidder. Indicate if the Bidder is a Corporation, Joint Venture, Partnership, etc.:

(This name must match the name on your current W9 Form. The W9 will be requested at the time of award.)

2. Name/title of contact person for the Bidder: _____

3. Business and mailing address: _____

(If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration)

4. Primary business and mailing address (if different): _____

5. Telephone number: (_____) _____ Fax: (_____) _____

The above named Bidder affirms and declares:

- A. That the Bidder understands all requirements of this request and states that as a serious Bidder they will comply with all the stipulations included in this request.
- B. That the Bidder is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:
- C. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:
- D. That the Bidder is not in arrears to the Pasco County Board of County Commissioners upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Pasco County Board of County Commissioners except as expressly stated below:
- E. That no officer or employee or person whose salary is payable in whole or in part from the COUNTY is, will be or become interested, directly or indirectly, surety or otherwise in this response; in the performance of the resulting contract; in the purchase of supplies, materials, equipment, work and/or labor to which they relate; or in any portion of the profits thereof.
- F. That the Bidder has received and carefully examined all Addenda issued prior to the opening/closing date indicated on the cover.
- G. That by submitting a response, the Bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
- H. That pursuant to Section 287.087, Florida Statutes, Bidders understand that they may certify in their response that they have implemented a drug free workplace program. If two or more responses are deemed equal, preference will be given in the award process to the Bidder who has furnished such certification with their response.
- I. If claiming Local Vendor Preference, the Bidder certifies that they satisfy each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a "Local Business": a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) which the vendor, supplier or contractor operates or performs business on a daily basis; and d) has for at least twelve (12) months prior to the bid or proposal opening date; and (e) a copy of their local business tax receipt or qualifies as a business in a neighboring county as listed in the County's Purchasing Ordinance. Post office boxes shall not be used for the purpose of establishing said physical address.

Please put an "X" in the applicable box or mark N/A

_____ Local Business

Note: If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.

J. By signing this Certification, I represent that I have the authority to bind the Bidder for contract purposes.

Exceptions to any Contract Provisions and Miscellaneous Declarations (attach additional sheets, if necessary):

IN WITNESS WHEREOF, this proposal is hereby signed and sealed as of the date indicated.

ATTEST:

BIDDER:

Witness No. 1

BY: _____(SEAL)
(Authorized Signature in Ink)

Witness No. 2

(Printed name of Signatory)

(Printed Title of Signatory)

CORPORATE SEAL
(where appropriate)

(Signature Date)

SAMPLE AGREEMENT

THIS AGREEMENT is entered by and between **PASCO COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter called "Owner") and _____ (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, Owner desires to retain Contractor to provide **Valves Change-Out Program**; and

WHEREAS, Owner has selected Contractor in accordance with competitive bidding procedures; and

WHEREAS, Contractor agrees to serve as Owner's Contractor for **Valves Change-Out Program** based upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises set forth hereinabove, and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE 1 - WORK

It is the intent of this solicitation to contract with a vendor to furnish all labor, materials, equipment and incidentals required for complete installation and ready for operation valves and appurtenances, underground and aboveground, per the specifications.

ARTICLE 2 – OWNER'S REPRESENTATIVE

The Project is administered by:

Public Infrastructure
Pasco County Utilities Department

Who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Owner's representative in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 This Agreement will be in full force and effect starting **upon Board's approval** and continue through for three years, under the same terms and conditions as approved by the BCC subject to the Price Escalation terms described elsewhere herein, unless canceled in writing by Pasco County and if funds are available.
- 3.2 Each Work Order will be completed within the time stipulated in the Work Order Form.
- 3.3 Liquidated Damages. The Contractor agrees that should the Contractor fail to complete the work as specified in any work as directed in the Work Order(s), the

Contractor shall pay the Owner for delay and loss of use, and not as a penalty but as liquidated damages, the sum of One Hundred Dollars and 00/100 (\$100.00) for each calendar day after the date of completion listed in the Work Order. Default days will be counted in calendar days, excluding Sundays and legal holidays.

ARTICLE 4 - CONTRACT PRICE

- 4.1 The Owner shall pay the Contractor for completion of the Work designated on each individual Work Order in current funds and in accordance with the Contract Documents.
- 4.2 All incidental costs, including allowances for profit and tools of the trade, must be included in the Contract bid prices.

ARTICLE 5 - CONFLICTS

- 5.1 To the extent there is a conflict regarding indemnification and contract term between the Instructions to bidders and this Agreement, the provisions of this Agreement will control.

ARTICLE 6 - TERMINATION OF AGREEMENT

- 6.1 In return for good and valuable consideration in the amount of \$100.00, the receipt of which is acknowledged by the Contractor, Owner may terminate or cancel this Agreement at its discretion and said termination will be effective, with cause immediately or without after 30 days, after written notice has been provided to the Contractor.
- 6.2 Following termination, Owner shall make a settlement with the Contractor upon a pro rata basis as determined by Owner, which will fix the value of the Services performed by the Contractor prior to the termination or cancellation of this Agreement.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- 7.2 Contractor understands the estimate of quantities of the various items of work and materials, if set forth in the Proposal Form, is approximate only and is given solely to be used as a uniform basis for the comparison of Proposals. The quantities actually required to complete the work may be less or more than so estimated, and, if awarded a contract for the work specified, the Contractor agrees that he will not make any claim for damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes of work

assumed for comparison of Proposals and quantities of work actually performed. The Owner further reserves the right to vary the quantities in any amount.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between Owner and Contractor concerning the Work, consist of the following:

- 8.1 This Agreement.
- 8.2 Invitation to Bid.
- 8.3 Instructions to Bidders.
- 8.4 Conditions of Contract.
- 8.5 Proposal and Bid Forms.
- 8.6 Insurance Certificates.
- 8.7 Specifications.
- 8.8 Contract Forms.
- 8.9 Exhibits.
- 8.10 Addenda numbers __ to, __ inclusive.
- 8.11 Documents submitted by Contractor prior to Notice of Award (Pages _ to, __ inclusive).
- 8.12 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written WORK ORDERS or authorizations; all written amendments; and all other documents amending, modifying, or supplementing the Contract Documents.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in the Conditions of Contract section of the Contract Documents.

ARTICLE 9 - SUBCONTRACTORS

The Contractor shall not sublet, assign, or transfer any Goods and/or Services specifically set forth under this Agreement without the prior written consent of Owner. All persons used by the Contractor for fulfilling the requirements of this Agreement must be employees of the Contractor.

ARTICLE 10 – INDEMNIFICATION

- 10.1 The CONTRACTOR shall indemnify and hold harmless the COUNTY and the employees and agents of the COUNTY from, and against, all liabilities, claims,

suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of, or resulting from, the performance of the Work, provided that any such liability, claim, suit, demand, damage, loss, or expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and (b) is caused in whole or part by an act or omission of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

- 10.2 In any and all claims against the COUNTY, or against any of the agents or employees of the COUNTY, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph will not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- 10.3 The CONTRACTOR shall indemnify and hold harmless the COUNTY and anyone directly or indirectly employed by the COUNTY from and against all claims, suits, demands, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others, and shall defend all such claims in connection with any alleged infringement of such rights.
- 10.4 The CONTRACTOR shall, at the option of the COUNTY, underwrite on an interim basis all expenses associated with the legal defense of the COUNTY, pending the outcome of any litigation through appeal, with respect to any liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, for which the CONTRACTOR may be liable to the COUNTY, in whole or in part, pursuant to 10.1 – 10.3 above, irrespective of whether said liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, may ultimately be found by a court of law to have been caused, in whole or in part, by the negligence or other fault of the COUNTY. In discharging this duty to the COUNTY, the CONTRACTOR shall strictly account to the COUNTY on a monthly basis for all expenditures so incurred. Upon the conclusion of any litigation through appeal, to the extent that the CONTRACTOR has been found less than fully liable for any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, the COUNTY shall reimburse the CONTRACTOR for that portion of the reasonable costs of underwriting the legal defense of the COUNTY.
- 10.5 With respect to, and in consideration for, the indemnification provided herein by the CONTRACTOR, as well as the duty of the CONTRACTOR, at the option of the COUNTY, to underwrite the legal defense of the COUNTY pending the outcome of any litigation through appeal, the COUNTY agrees to pay to the CONTRACTOR, as separate consideration, the sum of \$100.00, the sufficiency and receipt of which is hereby acknowledged.

- 10.6 Notwithstanding any language to the contrary which may be contained herein, the ultimate duty of the CONTRACTOR to indemnify and hold the COUNTY harmless under this Article will be limited to the extent that any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, are caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract.

ARTICLE 11 - MISCELLANEOUS

- 11.1 Contractor shall provide Goods and/or perform all Services under this Agreement as an independent contractor. Contractor will not be considered an agent of Owner nor will Contractor's subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the Contractor be considered agents of Owner.
- 11.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys 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 to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 11.3 Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- 11.4 The Contractor hereby guarantees all work performed in accordance with the terms of the Contract with Owner against defects due to faulty workmanship or materials for a period of 365 days from the date of service. During the period of the guarantee, the Contractor agrees to make all repairs necessitated by reason of faulty workmanship or materials at no cost to the owner, subject to the following additional conditions.
- 11.4.1 This guarantee is in addition to factory warranties covering certain equipment where applicable under contract.
- 11.4.2 Nothing herein contained will serve to modify or limit the obligations of the Contractor to faithfully fulfill and complete its obligations under the Contract.
- 11.4.3 Specifically excluded from this guarantee is maintenance of equipment or repair of any damage caused by normal wear and tear, fire, windstorm, or other casualties.
- 11.5 The Agreement will be governed by and construed under the laws of the State of Florida.

- 11.6 Venue for any action arising under this Agreement will lie in Pasco County, Florida at the West Pasco Judicial Center.
- 11.7 Any notices or other writings permitted or required to be delivered as described and required under the provisions of this Agreement must be delivered by sending the notice by Certified Mail, Return Receipt Requested, and addressed as follows:

If to Owner:

Pasco County Utilities
19420 Central Boulevard
Land O' Lakes, FL 34637

Attention: Michael J. Carballa, P.E., B.C.E.E.
Assistant County Administrator, Public Infrastructure

If to the Contractor:

Attention: _____

ARTICLE 12 – LAW COMPLIANCE

Each party will comply will all applicable Federal, State and Local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the Contractor verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any Contractor during the term of the Agreement a violation of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement by the County.

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IN WITNESS WHEREOF, the parties hereto, have caused these presents to be executed by their duly qualified representatives on the ____ day of _____, 20__.

CONTRACTOR,

WITNESS:

(Firm Name)

By: _____

Date: _____

Name

(SEAL)

ATTEST:

OWNER,
BOARD OF COUNTY COMMISSIONERS

Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

By: _____
Mike Moore, CHAIRMAN

Date: _____

Exhibits

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INTERNAL USE ONLY

PASCO COUNTY WORK ORDER FORM

(Owner reserves the right to modify or make changes to this form).
Contractor shall use latest revision of this form as supplied by the Owner

OPS BUDGET <input type="text"/>	CIP BUDGET <input type="text"/>
PROJECT# <input type="text"/>	

Contractor Name: Contract No.

Work Order Number: Date Work to be Completed:

Location of Work: Quote/Not To Exceed Amount:

PCU Agent Requesting Work: _____

As-Needed Repair Emergency Repair Semi-Annual (PM) Initial Evaluation

Description of Work According to the Bid:

If Applicable:

Pump Station # Equipment: Make Model #

Authorized Signature: _____

**Assistant County Administrator
Public Infrastructure or Approved Designee**

NTP DATE

Work Completed and Accepted: _____

COMPLETION DATE _____

INVOICE TOTAL _____

Contractor Shall sign, date and return copy of this Work Order Form with Invoice

Contractor Representative (Signed) _____

(Printed) _____

(Date) _____

Owner's Representative (Signed) _____

(Printed) _____

(Date) _____