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REQUEST FOR PROPOSALS (RFP) & RESPONDENT'S ACKNOWLEDGEMENT

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**RFP TITLE:**  
**OKALOOSA COUNTY WATER & SEWER  
ADVANCED METERING INFRASTRUCTURE  
(AMI) SYSTEM UPGRADES**

**RFP NUMBER:**  
**RFP WS 16-18**

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<b><u>LAST DAY FOR QUESTIONS:</u></b>	xxxxxxx 2018	12:00 P.M. CST
<b><u>RFP OPENING DATE &amp; TIME:</u></b>	xxxxxxx 2018	3:00 P.M. CST

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**NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.**

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Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this RFP are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Due Date & Time". Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

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**RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.**

COMPANY NAME \_\_\_\_\_  
MAILING ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_ EXT: \_\_\_\_\_ FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

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I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: \_\_\_\_\_ TYPED OR PRINTED NAME \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE \_\_\_\_\_

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# NOTICE TO RESPONDENTS

## RFP WS 16-18

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **3:00 p.m. (CST) xxxxxx, 2018** for the **OKALOOSA COUNTY WATER & SEWER ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM UPGRADES**

Interested respondents desiring consideration shall provide one (1) original and five (5) copies (total of 6 copies) of their Request for Proposals (RFP) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 1/2" x 11" where practical.

**All originals must have original signatures in blue ink.**

Proposal documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp>.

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **3:00 p.m. (CST) xxxxxxxxxx, 2018** in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. All submittals must be in sealed envelopes reflecting on the outside thereof "**OKALOOSA COUNTY WATER & SEWER ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM UPGRADES**". Failure to clearly mark the outside of the envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firm submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision will be final.

**NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery.**

All submittals should be addressed as follows:

**OKALOOSA COUNTY WATER & SEWER ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM UPGRADES**

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536

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Gregory Kisela  
Purchasing Director

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Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

Graham W. Fountain  
Chairman

# **PROPOSAL REQUIREMENTS**

**PROPOSAL #: RFP WS 16-18**

**PROPOSAL ITEM: OKALOOSA COUNTY WATER & SEWER ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM UPGRADES**

**SCOPE:** The Project generally consists of the following work: Installation and programming of approximately 30,500 Sensus Meter Transceiver Units (MXU) and installation of approximately 24,750 new water meters; along with installation of valves, boxes, composite lids, and new dual check valves to complete a fixed network Automated Metering Infrastructure (AMI) upgrade. The project also consists of managing the electronic work order creation through completion while interfacing with the Superior (formerly known as HTE SunGard) CIS system. All meter locations involved in the project require the capture of pictures and GPS coordinates. The proposed contract will include the installation of the above mentioned infrastructure, to include but not limited to labor, materials, equipment, and administration, except that the County will purchase all meters and MXU's directly.

**TERM OF CONTRACT:** 12 months from issuance of the Notice to Proceed.

**RENEWAL OPTION:** Not applicable.

## **1. SELECTION CRITERIA**

- (a) Pricing/Cost (40 Points)
- (b) Demonstrated qualifications, experience, and expertise performing the scope of work (25 points).
- (c) References for similar size and scope of this project (5 points).
- (d) 24 hour customer access/response plan (10 points).
- (e) Resources: Qualified and experienced personnel/ description and number of crews proposed for all work hours (10 points).
- (f) Interface & Data Management Plan: The process in which the proposer creates/completes works orders and handles exceptions in a timely manner (10 Points).

This RFP selection process involves multiple steps: (1) All interested vendors shall submit written responses for each aspect of the Scope of Work and Requirements & Special Conditions in the sequence presented in the RFP, as well as any additional material they may wish to submit. (2) A review committee will evaluate and rank responsive responses and identify the top-ranked vendors. (3) The top-ranked vendors may be invited to make a presentation. Any presentations including travel cost, etc., will be at the expense of the interested vendor. (4) The review committee shall recommend the final vendor(s) to the Board of County Commissioners for final approval.

***Note: failure to provide all the required information, in the required format, may disqualify the vendor from further consideration.***

# **GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 02/09/16

## **BONDING REQUIREMENTS**

1. Proposal/Bid Bond
  - a) Proposal shall be accompanied by Proposal security made payable to the County in an amount of five (5%) percent of Proposer's maximum Proposal price and in the form of a certified check, bank money order, or a penal Proposal bond (on the form provided below).
  - b) The Proposal security of the Successful Proposer will be retained until such Proposer has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Proposal security will be returned. If the Successful Proposer fails to execute and deliver the Contract Documents and furnish the required contract security within the time period specified in Article Signing of Agreement, Owner may consider Proposer to be in default, annul the Notice of Award, and the Proposal security of that Proposer will be forfeited. Such forfeiture shall be the County's exclusive remedy if Proposer defaults. Proposal security of other Proposers whom OCWS believes to have a reasonable chance of receiving the award may be retained by the County until the earlier of the 7th day after the Effective Date of the Agreement or the number of days specified for all Proposals to remain subject to acceptance in Article Proposals to Remain Subject to Acceptance, whereupon Proposal security furnished by such Proposers will be returned.
  - c) Proposal security of other Proposers whom the County believes do not have a reasonable chance of receiving the award will be returned within 7 days after Proposal opening.
2. Performance and Payment Bonds
  - a) Contractor shall furnish performance and payment bond, each in the amount of at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due (on the form provided below).
  - b) If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated within the state of Florida, Contractor shall promptly notify the County and shall, within 20 days after the event giving rise to such notification, provide another bond and surety.

## **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

#### **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

#### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

#### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.

2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
  
3. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
  
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

## **LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<b><u>LIMIT</u></b>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each occurrence (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1M each occurrence

## **NOTICE OF CLAIMS OR LITIGATION**

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

**Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.**

## CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject any deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

## **UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

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# **GENERAL PROPOSAL CONDITIONS**

## **1. PRE-PROPOSAL ACTIVITY -**

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Selection Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Email: [jhyde@co.okaloosa.fl.us](mailto:jhyde@co.okaloosa.fl.us)  
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: [www.floridabidsystem.com](http://www.floridabidsystem.com). To access the Okaloosa County Web Site go to: <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

Such written addenda or modification shall be part of the proposal documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their proposal. No respondent may rely upon any verbal modification or interpretation.

2. **PREPARATION OF PROPOSAL** – The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The respondent shall submit originals and bid forms in accordance with the public notice.

All blanks in the proposal documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Proposal”, “No Change”, or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida in accordance with Article 3. State contractor license # for the State of Florida shall also be shown on the proposal form. Respondent shall be licensed in accordance with the requirements of Chapter 489 Florida Statutes.

3. **INTEGRITY OF PROPOSAL DOCUMENTS** - Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a respondent wish to propose must be clearly stated in the respondent's response in the form of an addendum to the original proposal documents.
4. **SUBMITTAL OF PROPOSAL** – A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to proposal and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the proposal is submitted), the name and address of the respondent, and shall be accompanied by the proposal security and other required documents. It is the respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

**Note: Crestview is not a next day delivery site for overnight carriers.**

5. **MODIFICATION & WITHDRAWAL OF PROPOSAL** - A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposal, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE** – All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.
7. **IDENTICAL TIE PROPOSALS** - In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
8. **CONDITIONAL & INCOMPLETE PROPOSALS** - Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.
9. **PROPOSAL PRICE** – The proposal price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers’ Compensation, etc. to cover the finished work called for.
10. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County’s best interest.
11. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer’s specifications which conflict with the proposal specifications. Respondent must also explain any deviation from the proposal specification in writing, as a foot note on the applicable proposal page and enclose a copy of the manufacturer’s specifications data detailing the changed item(s) with their proposal. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with proposal specifications.
12. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
13. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:
  - a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
  - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
  - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
  - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
  - e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.

- f. Default under previous contract.
- g. Listing of the respondent by Local, State or Federal Government on its barred/suspended vendor list.

#### 14. **AWARD OF CONTRACT**

**Okaloosa County Review** - A selection committee will review all proposals and will participate in the Recommendation to Award.

The contract shall be awarded to the responsible and responsive pre-qualified respondent whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

- 15. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered, installed, and accepted. Invoices must show Contract number.
- 16. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 17. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 18. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.**

19. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Proposals will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
20. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
21. **CONE OF SILENCE CLAUSE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

**Note: For respondent’s convenience, this certification form is enclosed and is made a part of the proposal package.**

22. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
23. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (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; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
24. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

25. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
26. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the proposal list for duration of one (1) year, at the option of the County.
27. **AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until three (3) years after the expiration of contract.
28. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
29. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
30. **UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

31. **The following documents are to be submitted with the proposal packet:**

- A. Federal E-Verify Compliance Form
- B. Cone of Silence Form
- C. Recycled Content
- D. Indemnification and Hold Harmless
- E. Company Data
- F. Addendum Acknowledgement
- G. Certification Regarding Lobbying
- H. Proposal Sheet
- I. Proposal Form
- J. Schedule of Subcontractors

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# **FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

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As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_





# RECYCLED CONTENT FORM

## RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin \_\_\_\_\_ or Recycled \_\_\_\_\_ (Check the applicable blank). If recycled, what percentage \_\_\_\_\_%.

Product Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Is your product packaged and/or shipped in material containing recycled content?

Yes \_\_\_\_\_ No \_\_\_\_\_

Specify: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Is your product recyclable after it has reached its intended end use?

Yes \_\_\_\_\_ No \_\_\_\_\_

Specify: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**INDEMNIFICATION AND HOLD HARMLESS**

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

\_\_\_\_\_  
Respondent's Company Name

\_\_\_\_\_  
Authorized Signature – Manual

\_\_\_\_\_  
Physical Address

\_\_\_\_\_  
Authorized Signature – Typed

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
FAX Number

\_\_\_\_\_  
Cellular Number

\_\_\_\_\_  
After-Hours Number(s)

\_\_\_\_\_  
Date

**COMPANY DATA**

Respondent's Company Name: \_\_\_\_\_

Physical Address & Phone #: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person (Typed-Printed): \_\_\_\_\_

Phone #: \_\_\_\_\_

Cell #: \_\_\_\_\_

Email: \_\_\_\_\_

Federal ID or SS #: \_\_\_\_\_

Respondent's License #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Emergency #'s After Hours,  
Weekends & Holidays: \_\_\_\_\_



# **LOBBYING - 31 U.S.C. 1352, as amended**

## CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

## PROPOSAL SHEET

Full Installations – Labor and Materials

BID ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY Q	Labor and Materials LM	TOTAL PRICE FOR ITEM Q X LM
1	Scenario One, ¾" Meter: Installation of meter, dual check valve, transmitter, new meter box, new composite lid. Take pictures and record coordinates. <i>Current configuration: old meter, no dual check valve</i>	Per Installation	24,400	\$	\$
2	Scenario Two, ¾" Meter: Installation of meter, dual check valve, transmitter, new meter box, new composite lid. Take pictures and record coordinates. <i>Current configuration: old meter, old dual check valve</i>	Per Installation			
3	Scenario Three, ¾" Meter: Installation of dual check valve, transmitter, new meter box, new composite lid. Take pictures and record coordinates. <i>Current configuration: New meter, old dual check valve</i>	Per Installation	4,650	\$	\$
4	Scenario One, 1" Meter: Installation of meter, dual check valve, transmitter, new meter box, new composite lid. Take pictures and record coordinates. <i>Current configuration: old meter, no dual check valve</i>	Per Installation	350	\$	\$
5	Scenario Two, 1" Meter: Installation of meter, dual check valve, transmitter, new meter box, new composite lid. Take pictures and record coordinates. <i>Current configuration: old meter, old dual check valve</i>	Per Installation			
6	Scenario Three, 1" Meter: Installation of dual check valve, transmitter, new meter box, new composite lid. Take pictures and record coordinates. <i>Current configuration: New meter, old dual check valve</i>	Per Installation	150	\$	\$
7	Scenario Four: Installation of transmitter, new composite lid. Take pictures and record coordinates. <i>Current configuration: New meter, new dual check valve</i>	Per Installation	450	\$	\$

8	Scenario Five: Installation of new composite lid. Take pictures and record coordinates. <i>Current configuration: New meter, new dual check valve, transmitter</i>	Per Installation	1,100	\$	\$
9	Scenario Six: Installation of transmitter. Take pictures and record coordinates. <i>Current configuration: New meter, new dual check valve, new composite lid.</i>	Per Installation	500	\$	\$
10	Scenario Seven: Take pictures and record coordinates only. <u><i>Current configuration: New meter, new dual check valve, new meter box, new lid, transmitter.</i></u>	Per Location	800	\$	\$
11	Additional Cost for an H-20 rated Meter Box	Per Installation	2,000	\$	\$
12	Curb Stop Replacement (3/4")	Per Installation	4,000	\$	\$
13	Curb Stop Replacement (1")	Per Installation	2,000	\$	\$

Interfaces and Data Management (corresponds to the Interfaces and Data Management section of the AMI Installation Details)

BID ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY Q	Unit Cost C	TOTAL PRICE FOR ITEM Q X C
14	Setup of installation workflow (incl. testing)	Lump Sum	1	\$	\$

Customer Communication (corresponds to the Customer Communications section of the AMI Installation Details)

BID ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY Q	Unit Cost C	TOTAL PRICE FOR ITEM Q X C
15	Two-week Customer Notice Letter, color printing & mailing (included in installation price)		31,600	No Charge	No Charge



16	Installation Complete Door Tag (included in installation price)		31,600	No Charge	No Charge
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Deductive Alternate (corresponds to the Meter Salvage section of the AMI Installation Details)

BID ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY Q	MATERIAL M (negative value)	TOTAL PRICE FOR ITEM Q X M
17	Salvage value of old Ring and Covers (lids)	Per Unit	3,000	\$	\$
18	Salvage value of replaced ¾" meters	Per Unit	24,400	\$	\$
19	Salvage value of replaced 1" meters	Per Unit	350	\$	\$

Summary\*

BID ITEM NO.	DESCRIPTION	TOTAL PRICE FOR ITEM
A1	BASE PRICE TOTAL FOR BID ITEMS 1 THROUGH 16:	\$
B1	CONTINGENCY ALLOWANCE (10% OF A1):	\$
C1	TOTAL BASE BID (A1 + B1)	\$
D1	BASE PRICE DEDUCTION TOTAL FOR BID ITEMS 17 THROUGH 19	\$
E1	TOTAL (A1 + B1 - D1):	\$

\* Note: The total contract amount shall not be exceeded without prior written authorization from the Okaloosa County Board of County Commissioners.

Date Submitted: \_\_\_\_\_

**PROPOSAL#: RFP WS 16-18**

**PROPOSAL TITLE: COLLECTION OF OKALOOSA COUNTY WATER & SEWER ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM UPGRADES**

<b>SCORING CRITERIA</b>	<b>RESPONDENT A</b>	<b>RESPONDENT B</b>	<b>RESPONDENT C</b>	<b>RESPONDENT D</b>
Pricing <b>(40 Points)</b>				
Demonstrated qualifications, experience, and expertise performing the scope of work <b>(25 Points)</b>				
References for similar size and scope of this project. <b>(5 Points)</b>				
24 Hour Customer Access/Response Plan <b>(10 Points)</b>				
Resources: Qualified and experienced personnel/ description and number of crews proposed for all work hours. <b>(10 Points)</b>				
Interface & Data Management Plan: The process in which the proposer creates/completes works orders and handles exceptions in a timely manner. <b>(10 Points)</b>				
<b>Total (100-point scale)</b>				

# **PROPOSAL FORM**

## **Term Contract For** \_\_\_\_\_

Proposal of: \_\_\_\_\_

\_\_\_\_\_  
(Respondent Company Name)

Respondent agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary for the performance and completion of the work for the amounts listed in the Schedule of Proposal Items.

The undersigned Respondent hereby declares that:

1. The proposal is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Respondent has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with accompanying plans and Respondent has read all issued addenda.
3. Respondent has made full examination of the site and it familiar with the site conditions that may impact its performance.
4. Upon receipt of Notice of Intent to Award the contract the Respondent shall commence obtaining a Performance Bond and Certificate(s) of Insurance (COI) immediately.
5. Respondent understands that the contract time starts from the date of the Notice to Proceed.
6. Respondent furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his proposal and the money payable thereon, shall become property of the County, by forfeit as agreed liquidated damages.
7. The Respondent states that this proposal is the only proposal for this project in which Respondent is interested; and Respondent shall not be a subcontractor or sub-subcontractor on this project.
8. Respondent and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within 36 months immediately preceding the date of this Proposal.
9. By signing and submitting the Proposal, Respondent represents that all Proposal Forms are fully complete and accurate.
10. Respondent acknowledges that the Proposal may be rejected if all Proposal Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Name of Form: \_\_\_\_\_

HQ Address: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

FEIN: \_\_\_\_\_ State of Incorporated: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Failure to fully complete and sign this Proposal Form may result in rejection of the Proposal.**

## **SCHEDULE OF SUBCONTRACTORS**

The following is a complete list of all subcontractors utilized for this project (if applicable):

1. \_\_\_\_\_  
(company name)

\_\_\_\_\_  
(type of work)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(tel. #)

\_\_\_\_\_  
(zip code)

\_\_\_\_\_  
(federal I.D. #)

2. \_\_\_\_\_  
(company name)

\_\_\_\_\_  
(type of work)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(tel. #)

\_\_\_\_\_  
(zip code)

\_\_\_\_\_  
(federal I.D. #)

3. \_\_\_\_\_  
(company name)

\_\_\_\_\_  
(type of work)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(tel. #)

\_\_\_\_\_  
(zip code)

\_\_\_\_\_  
(federal I.D. #)

4. \_\_\_\_\_  
(company name)

\_\_\_\_\_  
(type of work)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(tel. #)

\_\_\_\_\_  
(zip code)

\_\_\_\_\_  
(federal I.D. #)

Authorized signature: \_\_\_\_\_

## Exhibit “A”

### Standard Contract Clauses

#### Title VI Clauses for Compliance with Nondiscrimination Requirements

##### Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority

populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor / consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor / consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **E-VERIFY**

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,



- c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
  - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
    - a. All new employees.
      - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
      - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
    - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
      - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
  - i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

(1) Is for-

(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.

## AMI INSTALLATION DETAILS

### Overview

Okaloosa County Water & Sewer (OCWS) is soliciting proposals for the installation of Sensus residential meters and Meter Transceiver Units (MXU), to complete their fixed network Automated Metering Infrastructure (AMI) System. OCWS has identified approximately 32,400 meter locations that are included in the AMI System Upgrades project:

- ~31,900 3/4" meter locations
- ~500 1" meter locations

Of the above quantities, ~800 are already on Vehicle Gateway Base (VGB) and ~ 1,500 are already on Tower Gateway Base (TGB)

The meters locations are broken down into 7 separate installation scenarios based on the level of effort expected at each location. Each scenario will require a set of services that include:

- Full meter replacement
- Installation of an MXU, which includes programming of the MXU.
- Meter box replacement with new lid
- Installation of a dual check valve
- Installation of new lid
- Pictures and GPS Coordinates

Approximately 30,000 installations fall into Scenarios 1-4

1. Most Common: old meter, no dual check – install new meter, new dual check, new transmitter, new box, new lid, take pictures and record coordinates.
2. Old meter, old dual check – install new meter, new dual check, new transmitter, new box, new lid, take pictures and record coordinates.
3. New meter, old dual check – keep meter; install new dual check, new transmitter, new box, new lid, take pictures and record coordinates.
4. New meter, new dual check – keep meter, dual check, and box; install new transmitter, new lid, take pictures and record coordinates.

Approximately 1,100 installations fall into Scenario 5

5. New meter, new dual check, transmitter – keep setup as is, but change lid. Take pictures and record coordinates.

Approximately 500 installations fall into Scenario 6

6. New meter, new dual check, new lid – install transmitter, take pictures and record coordinates.

Approximately 800 installations fall into Scenario 7

7. New meter, new dual check, new meter box, new lid, transmitter – keep setup as is, but take pictures and record coordinates.

## Installation

- **Installation Sequence.** Proposer shall conduct installations by route, or group of routes. Route groups should be based on geographic proximity and logistics, and neighborhoods to be determined by OCWS in discussion with the Proposer. OCWS will retain the right to prioritize other areas, or to reorganize priorities, both before the program begins, and during the program. Unless approved in writing by OCWS, the Proposer shall complete at least 90 percent of the installations in one route or group of routes before commencing installation on the next route. Exceptions to the requirement to complete an installation may be granted by OCWS. For example, a property that is vacant or abandoned, has no meter or no existing standard connections for a meter, has piping or plumbing deteriorated or in fragile condition, may be excluded by OCWS from the properties that must be upgraded. These will be treated as if they had not been assigned when computing the percentage of assigned properties completed.
- **Installation Schedule.** OCWS and the Proposer shall establish an overall schedule for installation of the entire project. Proposer shall work with OCWS to perform installations that do not conflict with existing billing operations.
  - On the first work day of each week, the Proposer will provide OCWS an updated schedule of where work is planned for the next 3 weeks.
  - Proposer will work with OCWS to schedule blackout windows. OCWS will require an approximate 5 day-blackout window per billing area, where installations will not be permitted to occur for each route.
- **Installation Scenarios.** There are 7 installation scenarios for the approximate 32,400 meter locations involved in the AMI System Upgrades project. Approximately 31,900 of which are ¾" meter locations with the remaining 500 being 1" meter locations.
  - Scenarios 1 & 2 consists of approximately 24,750 total meters. Approximately 350 of these will be 1" meters and the remaining 24,400 will be ¾" meters. Scenario 1 meters have no dual check valve, while Scenario 2 meters have a check valve that requires replacement. The services required for the two scenarios include the installation of a new meter, a new dual check, male dresser, new curb stop if necessary, a new MXU, a new box, a new lid, pictures, and GPS coordinates.
  - Scenario 3 consists of approximately 4,650 new ¾" meters and 150 new 1" meters that are already installed but require additional components. The components required are: a new dual check, male dresser, new curb stop if necessary, a new MXU, a new box, a new lid, pictures, and GPS coordinates.

- Scenario 4 consists of approximately 450 newly installed meters that only require a new MXU, new lid, pictures, and GPS coordinates.
  - Scenario 5 consists of approximately 1,100 newly installed meters that require only a new lid, pictures, and GPS coordinates.
  - Scenario 6 consists of approximately 500 newly installed meters that only require a MXU, pictures, and GPS coordinates.
  - Scenario 7 consists of approximately 800 newly installed meters that only require pictures and GPS coordinates.
- Installation Conditions. OCWS anticipates the Proposer finding old meter boxes requiring meter replacement in driveways or parking lots. OCWS anticipates remediation work after the upgrade to repair the driveway to the as-found condition.

If grass or shrubbery is damaged by the installation process, the Proposer must repair the damage to the original condition to the satisfaction of the customer by replanting, resodding, or reseeding. The proposer must provide a photograph of this repair work. The proposer is responsible for any required traffic control. The work must comply with all appropriate traffic safety regulations. OCWS reserves the right to inspect any installation and cleanup work within 30 days before payment is made to the Proposer. OCWS reserves the right to inspect any installation and cleanup work within 90 days after installation in response to customer complaints of damage. Proposer shall be responsible for claims resulting from damage caused by installation.

- Meter Boxes & Lids. Proposer shall replace the as-found meter box and lid with a new meter box and composite lid (radio friendly). If meter is located within a driveway, pavement or other similar vehicular areas, the contractor shall install an H-20 traffic-rated meter box/lid, otherwise a standard meter box/lid shall be installed. The lid solution shall ensure that all portions of the MXU are recessed below the lid surface. Refer to Exhibit A for a sample lid solution meeting OCWS' needs. For Scenarios Four and Five, the existing meter box shall be left intact and a new radio friendly composite lid shall be installed.
- Concrete/Asphalt Pavement Repair/Patching. Where a meter box being replaced is located within a driveway, sidewalk, pavement or other similar areas, the replacement of the meter box and surface restoration may require additional effort to restore surface. The Proposer shall inform OCWS when these situations are encountered and any additional effort will be handled as a contingency as specified under the Contingency Allowance and Other Additional Services of the Payment Section.
- Work Hours. Proposer shall perform field work Monday-Saturday 8 AM to 8 PM (adjusted to daylight and hours). Installers must be available for evening and Saturday installations, as well as for installations that must be conducted at other times because of special needs. Indicate the number of crews proposed for all installation periods, including evenings and weekend times.

- Installation Reports. On a weekly basis at a minimum, the Proposer must submit an electronic list (in Excel) of installations completed to date, including key fields such as address, date, installer, serial numbers (of devices found and installed), and other fields to be specified by OCWS during the planning stage.

24-hour Customer Access. For 90 days after OCWS was notified of a given installation, Proposer must respond to calls, from the customer or OCWS, related to that installation concerning leaks, loss of service, low pressure, and other problems associated with installation on a 24-hour-per-day basis. Proposer must respond within two (2) hour of receiving the call and arrive at customer’s premises ready to correct any problems within four (4) hours of receiving the call. If Proposer fails to respond, OCWS will assess liquidated damages of \$300 plus \$100 per hour until the proposer responds or OCWS makes repairs, plus OCWS’s direct costs to make repairs. Such penalties and costs to be deducted from the amount owed to the Proposer. Proposer shall provide this access for a minimum of 90 days after completion of the Project. Proposer shall maintain a log of all such calls and their resolution, and provide to OCWS a copy of the log daily, using e-mail or another mutually acceptable electronic means. Describe the procedures for response to customer problems.

- Installation Acceptance: Each installation will be accepted by OCWS conditioned upon:
  - A) Electronic submission of a list of completed installations containing for that installation the Location ID, address, old and new meter serial numbers, old and new meter readings, MXU serial number, physical description of the location of meter and MXU on the property (i.e. “front middle”, “rear left”, etc.), GPS coordinates of the meter, pictures, Proposer’s inspector’s name if applicable, and the installer’s name.
  - B) Successful capture of the radio read after the installation through the fixed network solution
    - If a fixed network read cannot be obtained from the system operating in a normal way, the Proposer shall assist the OCWS in demonstrating that the installation was completed successfully by capturing a manual read through the MXU (i.e. without manually keying in the register reading).

## Installation Procedures

- Meter Inventory. OCWS will be responsible for procuring Sensus meters and MXUs necessary for the successful upgrade by the Proposer. The Proposer will receive meter and MXUs from OCWS, with each transfer of material being recorded. After transferring inventory to the Proposer, the Proposer shall be responsible for managing and tracking inventory.

- Procedures Approval. The Proposer shall provide detailed installation procedures to OCWS prior to beginning field installation for OCWS review and approval. The proposer's detailed procedures shall adhere to the Sensus-approved installation guide to complete each job. The detailed procedures should be designed to optimize the work of the field installers and all other staff working on the project.
- Photos and GPS Coordinates. The Proposer shall capture and submit photos of the as-found meter register, as-left meter register and new MXU serial number for OCWS's records; these photos must be submitted electronically within 3 days of the completed installation via access to an electronic work order management system, FTP site, or similar. OCWS must be able to lookup photos by address or account number directly. Proposer shall record GPS coordinates for all upgrades.
- Procedures Validation Testing. Prior to the commencement of full-scale installation, the Proposer shall install MXUs on one of OCWS's routes (comprised of approximately 500 meters) following the Proposer's proposed procedures. During this "slow start" and for a period not longer than ten (10) business days following it, OCWS and the Proposer shall evaluate the procedures for public notification, scheduling installations, meter and MXU installation, data transfer to OCWS's billing system, meter reading over the system, installation data management, and problem resolution, to ensure they are working and effective. OCWS may require the Proposer to modify any procedures that it deems are deficient or ineffective or otherwise unacceptable to OCWS. No work will be started on other routes until the procedures and processes are determined to meet expectations on the test route, as determined by OCWS.
- Site Conditions. Before, or at the time of installation, the Proposer shall inspect the existing water meter setting, including piping and control valves. If the Proposer determines that conditions are such that damage would result from standard installation procedures to customer or city owned property, the Installation Manager shall immediately contact OCWS Project Manager, shall not attempt the installation until the site is inspected by an authorized OCWS representative, and shall postpone installation at that site until OCWS Project Manager authorizes the Proposer to proceed with the work.
- Repairs. At its option, OCWS may authorize the Proposer to make any repairs necessary to install a meter to service lines or piping, order the customer to make such repairs, or undertake such repairs itself. See sections Valves and [PlumbingService-Line](#) Damage.
- Old Piping. Old piping per se should not be grounds for the failure of the Installer to replace a meter designated for replacement. Only when old piping is leaking or deteriorated to a point that damage to it could reasonably be expected by changing the meter will poor piping be accepted as a reason for not replacing the meter. Unless OCWS's Project Manager remands the particular installation to OCWS for further action,

the Proposer is still required to install the meter and associated equipment if the piping has been repaired or replaced.

- Meter Replacement. Installer should ensure he/she is at the correct location and meter, and check for running water prior to commencing meter change-out. Installer must turn off the water to the building. Installer shall assume responsibility for electrical damage to appliances if proper procedures are not followed. Installer shall then replace the meter, using new gaskets or washers. All meter adapters, bushings, or other hardware necessary to install the new water meter in the consumer's existing meter setup must be furnished by the Proposer. Proposer is required to install standard connections (meter couplings) for all 5/8" thru 2" meters if none exists currently. These couplings must receive prior approval from OCWS. The Installer shall remove existing remote readout from the customer's premise. The Installer must repair any damage or caulk any holes caused by removing old wire and readouts.

Cost of materials, labor and other incidentals not explicitly listed on the fee table shall be included in the unit installation price.

- Meter Salvage (corresponds to bid items 17-19 on Proposal Sheet). Subject to the discretion of OCWS, the Proposer shall scrap all replaced meters. The value to the Proposer of scrap shall be listed in the Proposer's pricing tables explicitly. Depending upon the Proposer's scrap value per meter OCWS will decide to scrap devices internally or utilize Proposer's prices.
- Strainers. If there is a strainer at any installation, the Installer shall clean it and restore it.
- Verifying Service Working. Installer shall flush water line after installing a new meter to ensure the meter is registering properly and verify service restoration to the entire premises. The water line shall be flushed until the meter begins to register usage.
- Valves. The curb stop is the appropriate point at which to shut off water service to the home/dwelling so that the meter can be replaced. If the curb stop valve cannot be located, the Proposer shall notify OCWS Project Manager and OCWS will rectify the problem. The Proposer shall return old curb stop to the OCWS for inspection in the event a curb stop replacement was required.
- Material Manufacturer and Models (No substitutions are allowed)
  - Male Dressers – Telsco Item #704-070 for ¾" and #704-100 for 1"
  - Ball Valve Curb Stop – Ford #B44-333-G-NL for ¾" and #B44-444-G-NL for 1"
  - Straight Ball Meter Valve – Ford #BL41-233 for ¾" and B43-444W-G-NL for 1"
  - Dual Check Valves – Watts Model LF7R for ¾" and 1"



- Plumbing Irregularities. Proposer shall report to OCWS Project Manager, prior to the installation of a meter, any meter and/or plumbing irregularities including but not limited to meters installed backwards and disconnected meters or any other indication of tampering such as magnets, if meter has been removed and replaced with connecting pipes; if registers are disconnected from meters; if there are illegal connections before a meter; if there are unmetered connections of a customer's plumbing to a service lateral, fire pipe, or water main; or if there are any other violations of OCWS's regulations. Proposer shall not proceed with the installation of a meter until OCWS Project Manager has authorized such installation in writing.
- Dirt or Water around Meter. Proposer shall be responsible for removing and properly disposing of any reasonable amount of dirt needed to access a meter in a meter vault. Dirt shall be removed such that there is a minimum of 2" clearance below the meter. Proposer shall attempt to expose connection to the service line and any piping between the service line connection and the meter to ensure that they are in a condition that will not be damaged by changing the meter. If a water meter vault is flooded so that the meter is fully or partially submerged, the Installer must pump out the vault before changing the meter. The pumped-out water shall be disposed of in a safe and proper manner as to not cause harm to the surroundings or to others. Installer must ensure that the water service is not in any way contaminated, even intermittently, by standing water in the meter vault. All waste resulting from cleaning the meter vault as well as replacing the ring and lid must be cleaned up and disposed of properly by the Proposer and will be the responsibility of the Proposer. The Proposer may not dispose of such materials at any OCWS owned location. At the discretion of OCWS, the existing ring and lid, if replaced, shall be disposed of by the Proposer. The value of the ring and cover shall be listed in the Proposer's pricing table explicitly.
- Plumbing Damage. Proposer shall be responsible for repairing any service lines it damages at its sole cost and expense, unless the Proposer's Installation Manager has reported, prior to commencement of installation, a condition of antiquated or inferior plumbing to OCWS Project Manager and OCWS Project Manager has authorized the Proposer to proceed with the work. In the event a service line fails after the installation procedure has been authorized to proceed, the Proposer's licensed plumber will oversee the repair work required to restore the water service line to working order. The cost of this work will be reimbursed to the Proposer from the Contingency Allowance. This price will include site preparation, all labor, material, and permits as required. All work must comply with OCWS's standards for service repairs or replacement. OCWS personnel shall inspect all work, payment for which is subject to approval by OCWS.

Any damage done by the Proposer outside the area and scope of the work of the contract, or prior to authorization, shall be repaired or replaced at the Proposer's sole cost and expense.

All plumbing work other than the replacement of a water meter, the meter box, the dual check, and the curb stop must be authorized by OCWS and inspected by a OCWS field inspector and will be subject to OCWS approval in the field. After which, the proposer shall have no more than two weeks to submit OCWS-approved T&M form (Exhibit B) for review and approval for each instance of plumbing work in the field approved by a OCWS field inspector. Only T&M forms submitted within the two week time frame, and approved by OCWS, may be included in invoices to OCWS.

- Curb Stop Replacement. When replacement of the curb stop is necessary, crimping of the line should be avoided where ever possible. If it is determined that upon removal of the bad curb stop, the lay length will be too short to simply replace with another ball valve curb stop, then the line is to be dug up several feet from behind the meter. The line is to be cut and an additional straight ball meter valve is to be installed “hot” so that the water can be stopped without crimping the line. Then, replacement of the bad curb stop and additional tubing can commence as normally done.

### Interfaces and Data Management (corresponds to bid item 14 on Proposal Sheet)

- OCWS utilizes a Superion (formerly known as HTE SunGard) billing system for their CIS solution. OCWS requires the Proposer to provide experienced resources to manage the field work order generation process, resolve field data exceptions, and provide oversight of updates from completed work orders to the Superion system. OCWS will provide limited support for this process. The Proposer is required to provide qualified and experienced resourced to lead this effort.
- Work Order Creation. Proposer shall be responsible for creating and closing the field work orders from the Superion system. If the Proposer prefers to generate all work orders at the beginning of the project, the Proposer must describe how they plan to update records periodically to account for changes from routine maintenance completed by OCWS, new construction, demolished properties, etc. Alternatively, Proposer shall describe how they intend to generate work orders through the project.
- Exception Management. Proposer shall be responsible for managing discrepancies between provided data in the Superion system and found in the field. Proposer shall describe their process for handling data exceptions to ensure correct information is uploaded back to the billing system after the upgrade.
- Timing. OCWS requires completed upgrades to be reflected in their billing system within three days of a completed field work. Proposer shall describe their timeline to ensure work orders are reflected in the billing system in a timely fashion.

- Tools and Software. Proposer shall be responsible for selecting the handheld device and any implementation management software to facilitate the upgrades. Proposer must ensure network connectivity between the MXU and the Sensus Flexnet Base Station before completing an upgrade and leaving the installation site. Proposer shall document any installations where connectivity was unsuccessful and report those instances back to OCWS within two days. Proposer is responsible obtaining any necessary hardware for programming Sensus MXUs and testing network connectivity with the Sensus network.
- Interface from Flexnet to Superion. Proposer will not be responsible for the interface from the Superion system to the Sensus Flexnet solution to obtain meter reads.
- Verifying a Flexnet TGB Read. It is expected that some MXUs currently installed will need to be manually programed by the Proposer to transfer the communication path from a dive-by source (VGB) to a fixed-network source (TGB). The majority of existing MXUs are expecting to perform this switch automatically. Any new MXU will need to be manually programed by the Proposer. See details in Exhibit C.

## Resources

Proposer must demonstrate the aptitude of key resources within their team, specifically those that will be running the project. **Proposer shall submit a notarized statement detailing the experience of each of their resources assigned to the project.** This information should also include the number of installers, project managers and their qualifications.

- Contract Manager. Proposer shall designate a Contract Manager, who shall have the authority to handle and resolve any disputes or contract issues with OCWS. Disputes that cannot be handled at this level must be handled in accordance with the dispute section of the Contract.
- Installation Manager (referred to as Superintendent in Section 29 of the Agreement). Proposer shall designate an Installation Manager, who shall be responsible for managing the entire installation project on a day-to-day basis on behalf of the Proposer and for seeing that all installations are carried out in a professional manner and in compliance with the procedures required by the Proposer, system manufacturer, OCWS, and all other applicable local, state, and federal regulations. The Installation Manager should be onsite continuously throughout the duration of the project, except for holidays and vacations, during which the Proposer shall provide a qualified substitute. The Installation Manager shall be experienced in supervising meter installation contracts, and familiar with applicable regulations and safe and proper installation procedures. OCWS shall approve the Installation Manager or a change in the Installation Manager.

- Installers. All Proposer's installation employees and subcontractors shall be fully trained by the Proposer in the removal of existing meters and the installation of new meters and MXUs, including the programming of the MXUs. They shall also be trained in meter box replacement, dual check installation, and curb valve replacement. OCWS reserves the right to require Proposer to retrain, reassign, or remove from the project any employee or subcontractor who fails to perform professional and satisfactory work. Proposer shall provide sufficient resources to complete installations within a reasonable timeframe as approved by OCWS.
- Licensed Plumbers. Proposer shall engage by employment or subcontract at least one person who shall maintain a valid and current Plumber's License. These people will be appropriately licensed and registered in Okaloosa County and surrounding communities where installations are required. This person(s) shall be responsible for supervising the work of all installers, and correcting any problems or damage to plumbing occasioned by the changing of meters or registers and the installation of the metering equipment under this contract. Proposer shall provide references for each such person. OCWS reserves the right to approve licensed plumbers for work on this project.
- Bonding, Background Checks. Proposer shall bond all Licensed Plumbers and Installers in a manner appropriate for Okaloosa County and any surrounding community in which they are required to work. Proposer shall subject all employees to a criminal offense background check and drug and alcohol testing. Proposer shall not employ as Installer any person who fails these checks. OCWS reserves the right to review all background checks and prevent any such employee from working on OCWS projects.
- Uniforms and Identification. Proposer's field personnel shall wear easily recognizable uniforms containing the Proposer's name, as well as prominently displayed picture identification badges containing Proposer's name, employee name, title and signature, employee picture, and employee I.D. number. Employees may also be required to carry identification cards issued by OCWS. Proposer's employees who are no longer employed by the Proposer shall be required to return their uniforms and identification cards immediately upon termination of employment, and the Proposer shall immediately notify OCWS of all such terminations and if identification cards were received from terminated employee.

### Customer Communication (corresponds to bid item 15 and 16 on Proposal Sheet)

- Customer Letter. Proposer shall be responsible for printing and sending a two week notice letter ahead of installations beginning in the upcoming area. Materials shall be printed in color and subject to the review/approval of OCWS.
- Door Tag: Proposer shall be responsible for leaving door tags after the installation is completed. Materials shall be printed in color and subject to the review/approval of OCWS.

## Supplied Items

- General. Proposer will supply the following components and aspects of installation: overall project management; training and direct supervision of installers; appointment scheduling as needed; problem solving and complaint handling; and inspection, testing, and quality control.
- Tools and Materials. Proposer shall furnish all supplies, materials, tools, and equipment necessary for the successful and timely completion of all meter and AMI related installations under this contract as specified herein.
- Vehicles. Proposer shall be responsible for all vehicles it uses on the project. Proposer should provide service vehicles onsite stocked with common fittings and supplies needed for normal service restoration and/or replacement. Any employee of the Proposer or its subcontractors who drives a vehicle in connection with this project must have a valid driver's license for the class of vehicle being driven.
- Parking. OCWS requires that Proposer deploy vehicles to minimize parking problems and avoid blocking any streets. Proposer is required to follow all parking laws. Proposer shall be responsible for all parking violations.
- 24 Hour Customer Access. Proposer shall provide a method in which customers can schedule installation appointments, ask questions concerning the project, or to report problems concerning installations on a 24-hour-per-day basis.
- Field Communications. OCWS requires that all the Proposer's installers, plumbers, inspectors, and supervisory personnel be equipped with cellular phones so that problems or questions can be addressed immediately and the Installation Manager can be contacted immediately if needed.

## Quality Control

- Response to Complaints. Should the Proposer receive a call or complaint from a customer or OCWS regarding installation, the Proposer shall immediately log the call, including caller's name, address, account number if available, date and time of call, nature of problem, and the action taken. Copies of all call logs shall be forwarded to OCWS's Project Manager not less than once per day.
- Improper Installations. Proposer shall be responsible for replacing any meter, register, MXU, or appurtenances improperly set by its Installer at no additional cost to OCWS.

Proposer shall correct any damage to couplings, threads, unions, or meters by use of improper tools or cross threading by an Installer.

- Leaks after Installation. Proposer shall be responsible for correcting any leaks at the valves, couplings, or service lines that could reasonably be attributed to the meter installation if reported by OCWS or customers within 90 days of installation at no additional cost to OCWS or customer.
- QA/QC Audits. Proposer shall audit 100% of installations for the first two weeks of the project and of each new installer brought on to the project. The proposer shall audit 5% thereafter. In addition, OCWS will perform independent QA/QC as desired.
- Route QA/QC. Should a set of audited installations fail any QA/QC protocol by more than 5% OCWS shall require the proposer to perform additional QA/QC on that release.

## Performance Standards

The following performance standards shall be maintained.

Standard	Definition	Measured Over	Limit	Impact on Installation Service Provider
Installation Quality	Percent of installations deemed unsatisfactory upon quality control inspection by OCWS	Per batch	5%	No new work given until Proposer completes additional QA/QC on that release.
Contacts for Inaccessible Meter	Percent of customers who have obstructed or inaccessible meters for which three attempts were made to install the meter (including at least two evening and weekend attempts if unsuccessful)	1 month	99%	No new work given until contact percentage reached
Inspection Sample	Percent of installations that have been inspected for quality	Per batch	5%	No new work given until inspection numbers meet agreed-upon standards
Inspection Sample, New Installers	Percent for new installers and other installers	Per batch	100%	No new work given until inspection numbers meet agreed-upon standards
Customer Complaint Response Time during Working Hours	From time of call to callback	As occurs	2 hours	\$300.00 plus \$100 per hour liquidated damages
Customer Complaint Response Time during Working	From time of call to onsite response if needed	As occurs	4 hours	\$300.00 plus \$100 per hour liquidated damages

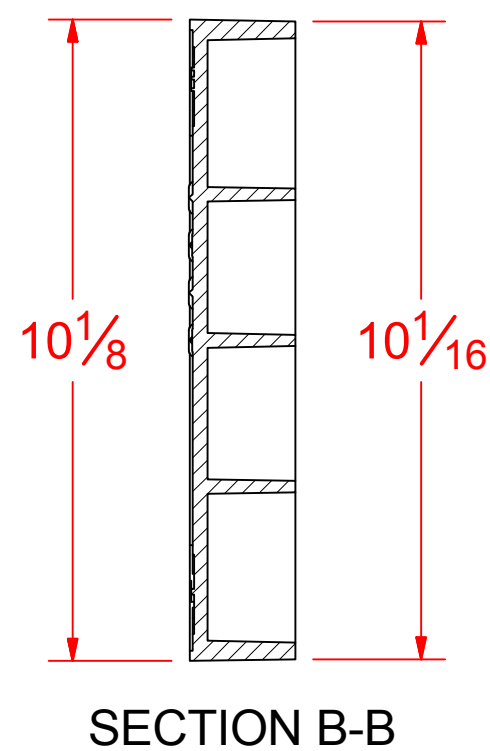
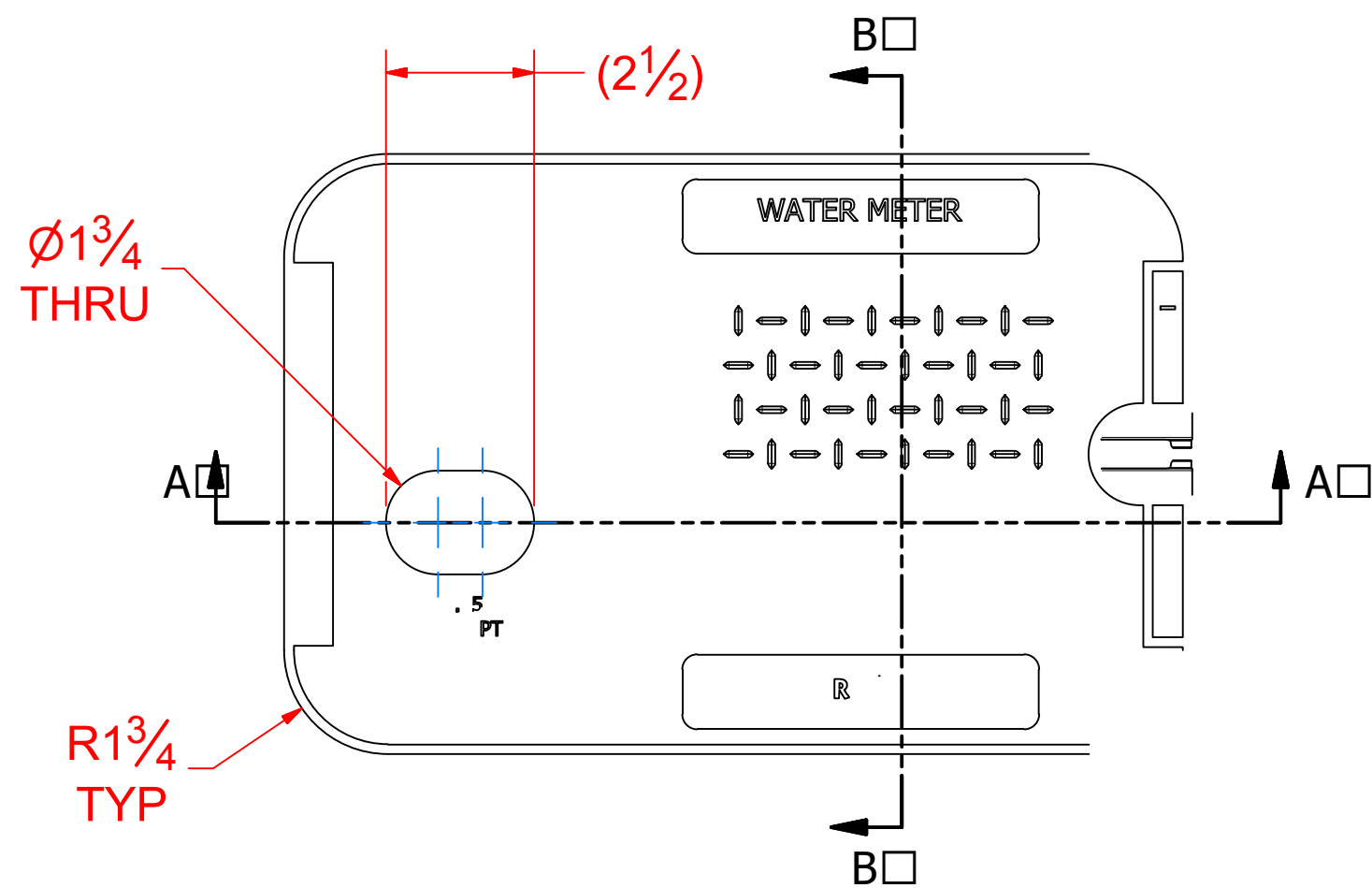
Hours				
Customer Complaints	Percentage: Number of customer complaints divided by total installs	1 month	3%	Retraining employees on whatever deficiency is involved; if still no improvement, then possibility of contract termination.

Payment

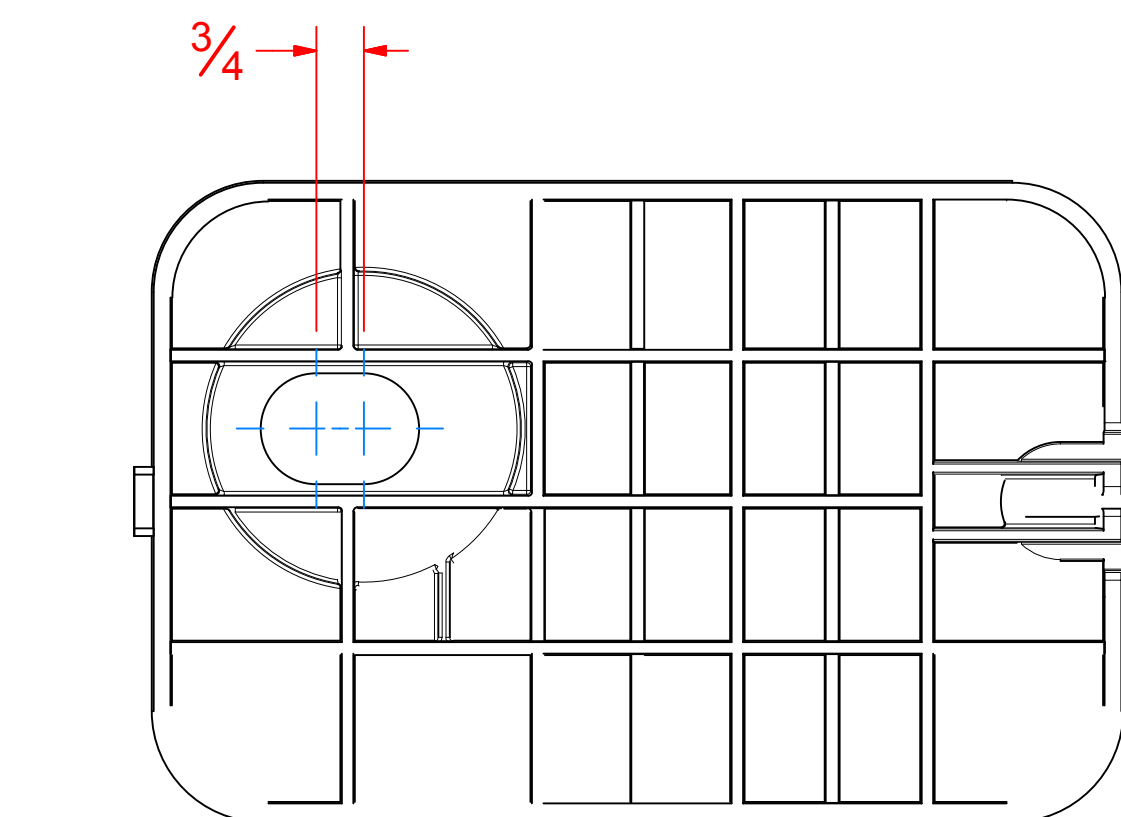
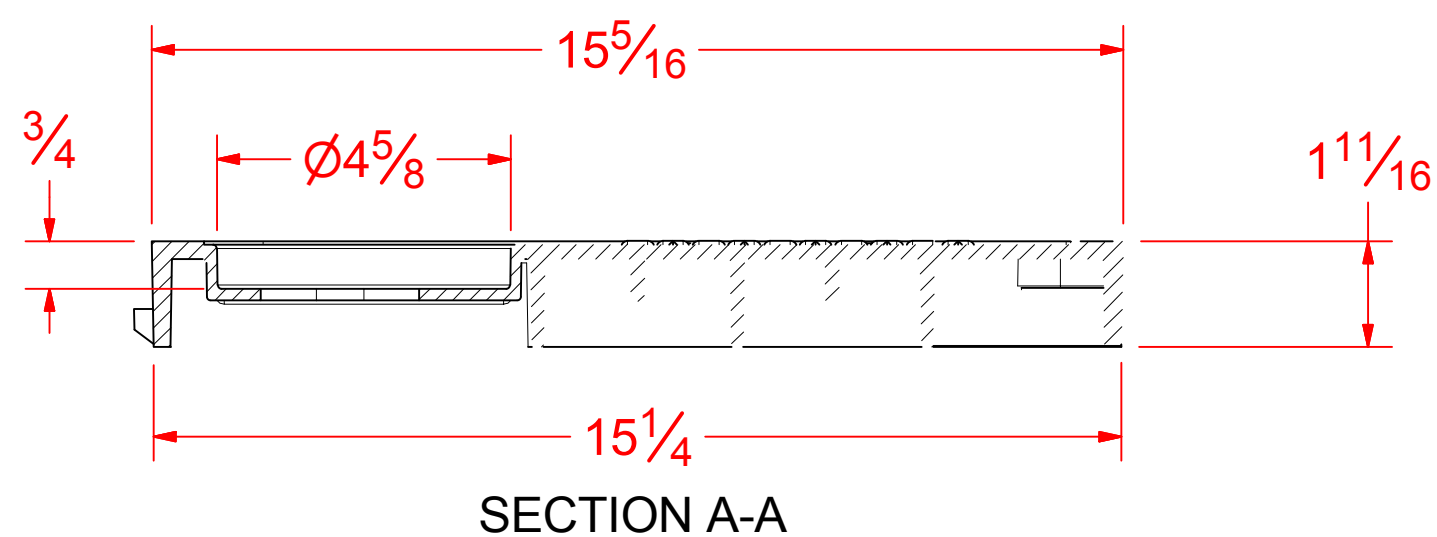
- Payment Schedule. Payment will be made based on unit price and lump sum items included in the Proposal Sheet. Where lump sum pay items are specified, payment shall be based on the percent complete of the pay item as approved by OCWS. Invoices shall be monthly and for items/services completed and accepted thru the last day of the month.
- Contingency Allowance and Other Additional Services. The Contingency Allowance shall only be utilized in extraordinary circumstances, where the total shall not exceed the amount stated on the proposal sheet, and each expense must first be approved by OCWS. In the event that the contractor/subcontractor believes a job requires utilization of the contingency allowance, no work will be done at that installation site until justification of the additional cost is both submitted and approved by OCWS. The Contractor, and if appropriate, Subcontractors is responsible for providing supporting documentation to justify the additional cost for which paid from the Contingency Allowance should be made. Supporting documentation should include, but not limited to, the following:
  - Labor cost for employees directly involved in the work effort and based on actual payroll cost to include wages, fringe benefits, labor insurance, and labor taxes.
  - Completed Excessive Time & Material Items Claims (Exhibit B)
  - Receipts from material, equipment, supplies, etc.
  - Subcontractors cost, supported in a similar fashion as the Contractors
 Fixed fees as outlined in the Section 15, Article D of the Agreement shall be added to the Contractor or Subcontractor actually performing the work unless approved by OCWS.
- Installation Acceptance. Upon acceptance, OCWS shall pay the agreed upon price for each completed installation less retainage. Installations will be accepted by OCWS conditioned upon:
  - (1) Electronic submission of a list of completed installations containing for that installation the location identification number, address, old and new meter serial numbers, old and new meter readings, MXU serial number, physical description of location of meter and MXU on the property (i.e. front middle, rear left, etc.), GPS coordinates of meter, installer’s name, and the Proposer’s inspector’s name if applicable.
  - (2) Receipt or access to required digital photographs;
  - (3) At its option, satisfactory inspection by OCWS;

- (4) Confirmation that MXU ID numbers, meter register numbers, and other information have been correctly captured in the AMI control system database and/or OCWS's project management database for each customer's premises.





NON-SKID TEXTURE  
PARTLY OMITTED  
FOR CLARITY



## Exhibit A - Sample Water Meter Lid

MATERIAL: HIGH DENSITY POLYETHYLENE, BLACK

**CUSTOMER FORMAT DRAWING**

EST. WEIGHT: 2.61 LBS

REV

## Exhibit B - Excessive Time & Material Items Claim

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Date \_\_\_\_\_ WO Number \_\_\_\_\_ FSR \_\_\_\_\_

Service Address \_\_\_\_\_

Time FSR Arrived \_\_\_\_\_ Time OCWS Arrived \_\_\_\_\_

OCWS Employee Name \_\_\_\_\_

Description of problem and extra work/materials required:

Submitted by: \_\_\_\_\_

Submitted Date: \_\_\_\_\_

Person-Hours Claimed: \_\_\_\_\_

Classification/Rate: \_\_\_\_\_

Additional Material Claimed: \_\_\_\_\_

Total Cost: \_\_\_\_\_

\*Attached supporting documents, including photos and material invoices\*

OCWS Approval: \_\_\_\_\_

# SmartPoint™ Model 520M - Pit Set Module Installation Instructions

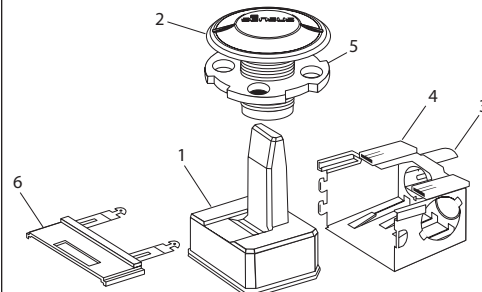
## GENERAL INFORMATION

The Model 520M SmartPoint is designed for pit set environments and is available for both single and dual port operation. The Model 520M must be installed through the pit lid to maximize performance in fixed base applications. The module can be installed with either a TouchCoupler connection or wire connection. Please refer to the FieldLogic documentation for programming instructions.

TYPE	COMPATIBILITY
Touch Coupler and Wired Version	Sensus ECR11 and ICE water registers
Wired Version Only	Badger ADE, Elster Encoder (Sensus protocol) Neptune ARB VI (ProRead)

**NOTE:** This installation sheet is only for installation of the Sensus Model 520M. For instructions on installing other AMI devices, please refer to the individual installation instruction for those devices.

## Definitions

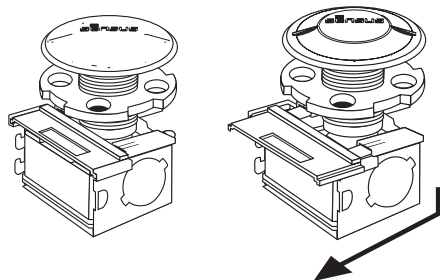


- 1) HDPE Radio
- 2) Pit Lid Housing
- 3) TouchCoupler TR/PL Adaptor (TouchCoupler enabled units only)
- 4) Boot
- 5) Pit Locking Nut
- 6) Boot Locking Clip

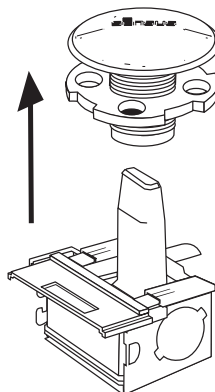
## TOUCHCOUPLER INSTALLATION

### STEP 1. DISASSEMBLE THE 520M UNIT

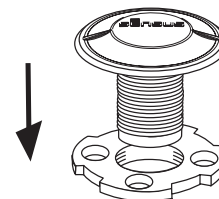
1. Disassemble the Model 520 SmartPoint module to begin the installation procedure. Unlock the radio device by pressing down on the two tabs on the Boot Locking Clip facing the port side connections. Once the tabs are depressed, slide the Boot Locking Clip out by pushing down and out until the Pit Lid Housing is released from the Boot.



2. Slide the Pit Lid Housing off of the Boot and Boot Locking Clip assembly.

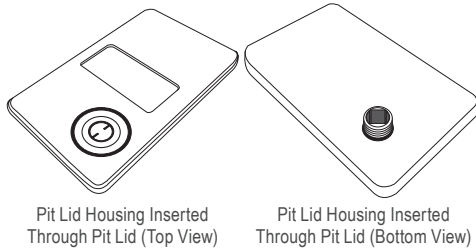


3. Remove the Pit Locking Nut from the underneath of the Pit Lid Housing by turning the nut counter clockwise.



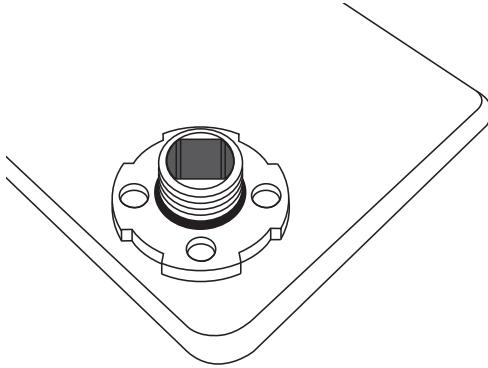
WIG-10000-02

**STEP 2. INSERT THE PIT LID HOUSING**  
Place the Pit Lid Housing thru the pre-drilled hole in the top of the Pit Lid.



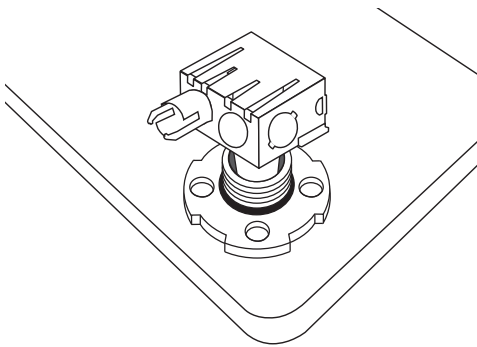
**STEP 3. SECURE THE PIT LID HOUSING**

Place the Pit Locking Nut at the bottom of the Pit Lid Housing aligning the Pit Locking Nut with the shaft of the Pit Lid Housing. Tighten the Pit Locking Nut by turning clockwise until the unit is firmly secured against the bottom of the Pit Lid.

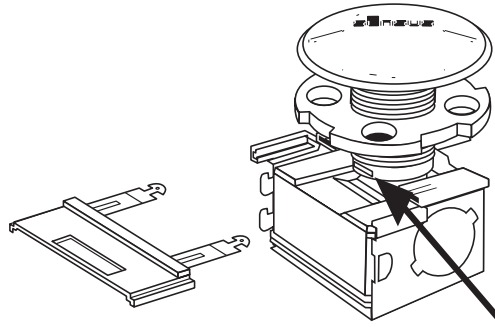


**STEP 4. INSERT THE RADIO DEVICE**

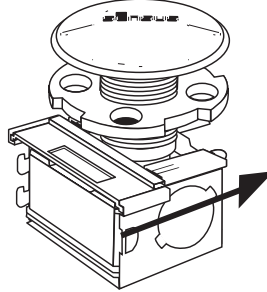
1. Insert the HDPE Radio with Boot attached into the cavity of the Pit Lid Housing (see picture below).



2. Slide the Boot Locking Clip into the Boot while assuring alignment between the slot located on the bottom of the Pit Lid Housing and the Boot Locking Clip is achieved.

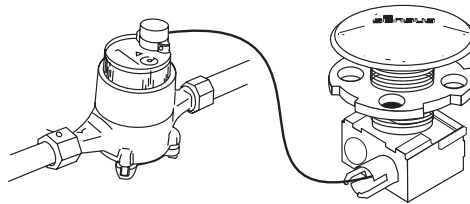


3. To secure the module, slide the Boot Locking Clip into the Boot until the Boot Locking Clip rests in the slot located on the bottom of the Pit Lid Housing and the Boot Locking Clip is engaged and locked.



**STEP 5. PLACE THE TR/PL SENSOR**

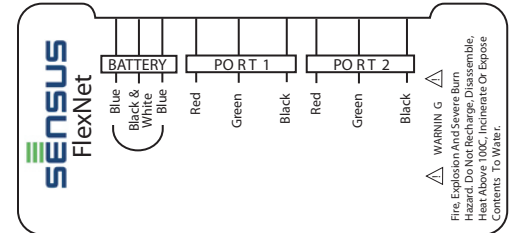
1. Perform a TouchRead on TR/PL sensor to ensure TouchRead to the encoder works.  
2. Grasp the TR/PL sensor and place into Port 1 of the TouchCoupler TR/PL Adaptor until secured.  
3. Repeat process into Port 2 if needed.



**SINGLE AND DUAL PORT – WIRED INSTALLATION**

Recommended Tools and Materials:

- 3M Scotchlok®UY-2 butt connector “gel-caps”
- 3M Scotchlock®E-9Y stepped jaw crimping tool with wire cutter
- Wire stripping tool
- Three conductor solid wire (Sensus specification)



1. Strip approximately 2” off the outer jacket of the encoder wire cable. The wire colors for each module should be green, red and black.
2. The red, green and black wires must be gel-capped individually. Insert the corresponding wires, as indicated in the encoder wiring reference table, into the gel-cap with the color button of the gel-cap facing away. This provides a better view of wire positions inside the clear plastic gel-cap, enabling the installer to see the wires are completely and properly inserted.

Encoder wiring reference:

SmartPoint Terminal	Sensus Register	Badger ADE	Neptune ProRead	Elster Encoder
Black	Black	Black	Green	Black
Red	Red	Red	Black	Green
Green	Green	Green	Red	Red

3. Using gel-cap pliers, squeeze the gel-cap. This will splice the two wires and release the waterproof gel to seal the connection. The splice can be checked by pulling gently on the gel-cap while holding the wires to be sure they are tight and secure. Repeat this process for the remaining two wire connections.

**NOTE:** If any of the wire connections are not being used they should be capped at the end with a gel-cap. This is to prevent wire damage due to water intrusion via wicking through the exposed wire ends. Badger, Neptune and Elster registers must be wired directly to a 520M port.

4. Coil and secure excess cable to the body of the meter or service line in a presentable manner.

## COMPLIANCE STATEMENTS

### **Warning!**

The antenna used for this transmitter must not be co-located in conjunction with any other antenna or transmitter.

### **Attention!**

For Class B - Unintentional Radiators:  
This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference and (2) this device must accept any interference received, including interference that may cause undesired operation.

### **Attention!**

Any modifications made to this device that are not approved by Sensus may void the authority granted to the user by the FCC to operate equipment.

### **Attention!**

ICES-003 Class B Notice—Avis NMB-003, Class B  
This Class B digital apparatus complies with Canadian ICES-003.

### **Warning!**

DO NOT INCINERATE or subject battery cells to temperatures in excess of 212°F. Such treatment can cause cell rupture.

### **Warning!**

There is danger of explosion if batteries are mishandled or incorrectly replaced. On systems with replaceable batteries, replace only with the same manufacturer and type or equivalent type recommended per the instructions provided in the product service manual.  
Do not disassemble batteries or attempt to recharge them outside the system. Do not dispose of batteries in fire.  
Dispose of batteries properly in accordance with the manufacturer's instructions and local regulations.

### **Warning!**

If you are not sure of the rated power of your radio, contact your Sensus representative or dealer and supply the product model number found on the product label. If you cannot determine the rated power out, then assure 20cm separation from the body to the device.

### **Warning!**

TO REDUCE THE RISK OF ELECTRIC SHOCK DO NOT REMOVE COVER (OR BACK). NO USER SERVICEABLE PARTS INSIDE. REFER TO QUALIFIED SERVICE PERSONNEL.

### **Attention!**

Note: This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation.

If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna
- Increase the separation between the equipment and receiver
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected
- Consult the dealer or an experienced radio/TV technician for help

### **Radiation Hazard!**

In order to satisfy the FCC RF exposure limit of 0.60 mW/cm<sup>2</sup> for transmitting devices, a separation distance of 20cm (7.8 inches) or more should be maintained while operating the Sensus WFL2. To ensure compliance, operations at closer than this distance are not recommended. This minimum safe distance is required between personnel and this antenna of this device.

### **Attention!**

This device complies with Industry Canada license-exempt RSS standard(s). Operation is subject to the following two conditions: (1) this device may not cause interference, and (2) this device must accept any interference, including interference that may cause undesired operation of the device.  
Le présent appareil est conforme aux CNR d'Industrie Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes : (1) l'appareil ne doit pas produire de brouillage, et (2) l'utilisateur de l'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

### **Attention!**

This radio transmitter the Sensus WFL2 has been approved by Industry Canada to operate with the antenna types listed below with the maximum permissible gain and required antenna impedance for each antenna type indicated. Antenna types not included in this list, having a gain greater than the maximum gain indicated for that type, are strictly prohibited for use with this device.

Le présent émetteur radio (Sensus WFL2) a été approuvé par Industrie Canada pour fonctionner avec les types d'antenne énumérés ci-dessous et ayant un gain admissible maximal et l'impédance requise pour chaque type d'antenne. Les types d'antenne non inclus dans cette liste, ou dont le gain est supérieur au gain maximal indiqué, sont strictement interdits pour l'exploitation de l'émetteur.

- Omni ~2dBi

### **Attention!**

Under Industry Canada regulations, this radio transmitter may only operate using an antenna of a type and maximum (or lesser) gain approved for the transmitter by Industry Canada. To reduce potential radio interference to other users, the antenna type and its gain should be so chosen that the equivalent isotropically radiated power (e.i.r.p.) is not more than that necessary for successful communication.  
Conformément à la réglementation d'Industrie Canada, le présent émetteur radio peut fonctionner avec une antenne d'un type et d'un gain maximal (ou inférieur) approuvé pour l'émetteur par Industrie Canada. Dans le but de réduire les risques de brouillage radioélectrique à l'intention des autres utilisateurs, il faut choisir le type d'antenne et son gain de sorte que la puissance isotrope rayonnée équivalente (p.i.r.e.) ne dépasse pas l'intensité nécessaire à l'établissement d'une communication satisfaisante.

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**This Agreement is a draft – PROPOSERS DO NOT SIGN**

**CONSTRUCTION AGREEMENT**

OKALOOSA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 1250 N. Eglin Pkwy. Shalimar, Florida 32579 (the "County"), hereby contracts with \_\_\_\_\_ (the "Contractor") of \_\_\_\_\_ (address) a \_\_\_\_\_ contractor licensed to perform all work in the State of Florida in connection with the County's Project known as \_\_\_\_\_ (the "Project"), as said work is set forth in the Plans and Specifications and other Contract Documents hereafter specified (the "Work").

The County and the Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 35 hereof, the Instructions to Bidders, the Proposal and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders, Work Authorizations and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be in the possession of the Contractor at all times during the performance of the Work.

B. The County shall furnish to the Contractor up to five (5) sets of the Contract Documents as are reasonably necessary for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

Section 2. Scope of Work.

The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by this Agreement.

Section 3. Contract Amount.

In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to the Contractor after the County has accepted the installation, all correctly invoiced charges as specified in the RFP. Payment shall be based on the percent complete of the pay item as approved by OCWS. Invoices shall be monthly and for items/services completed and accepted thru the last day of the month.

Section 4. Bonds.

A. The Contractor shall provide Performance and Payment Bonds, in the form prescribed in the Exhibits to the Agreement, in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

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

Section 5. Contract Time and Liquidated Damages

A. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. The substantial and final completion dates for the various phases of the Project will also be delineated within the Notice to Proceeds issued. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work for all phases shall be fully completed and ready for final acceptance by the County within 365 calendar days from the Commencement Date (herein "Contract Time").

B. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified in the Notice to Proceed, as said time may be adjusted as provided for herein. Should the Contractor fail to substantially complete the Work within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the County's Project Manager issues a Substantial Completion Certificate pursuant to the terms hereof. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.

C. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.



Original Contract Amount	Daily Charge per Calendar Day
\$50,000 and under	\$ 311
Over \$50,000 but less than \$250,000	972
\$250,000 but less than \$500,000	1,584
\$500,000 but less than \$2,500,000	1,924
\$2,500,000 but less than \$5,000,000	2,694
\$5,000,000 but less than \$10,000,000	3,902
\$10,000,000 but less than \$15,000,000	6,102
\$15,000,000 but less than \$20,000,000	7,022
\$20,000,000	7,022 plus 0.2% of any amount over \$20 million

## Section 6. Intent of Contract Documents

A. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

B. If before or during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to County's Project Manager in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

C. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

## Section 7. Investigation and Utilities



A. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

B. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Sub-Section 7.B. as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work. Relocation or shutdown of County facilities except for individual water services directly associated with meter replacement must be requested by the Contractor in writing a minimum of ten (10) calendar days prior to the proposed Work. The County shall have the final decision with respect to whether the relocation or shutdown is required and when the relocation or shutdown of facilities may take place. The Work may need to be performed at night or on weekends to minimize the interruption of service or to meet the operational needs of the County's facilities.

## Section 8. Schedule

A. The Contractor, within ten (10) calendar days after receipt of a Notice of Award, shall prepare and submit to the County, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

B. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its monthly Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

## Section 9. Progress Payments

A. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the County, for their review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County's Project Manager, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment. This schedule shall be updated and submitted each month to the County's Project Manager along with a completed and notarized copy of the Application for Payment form.

B. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the County's Project Manager a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted for work thru the last day of the month and no earlier than thirty (30) days after the Commencement Date.

C. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction.

D. Contractor shall submit three (3) copies of its monthly Application for Payment to the County on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the County's Project Manager shall either:

D.1 indicate his approval of the requested payment;

D.2 indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or

D.3 return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment.

In the event of a total denial and return of the Application for Payment by the County, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within thirty (30) calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay any amount greater than that portion of the Application for Payment approved by the County's Project Manager.

E. The County shall initially retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County's

Project Manager for payment, whichever is less. After 50% of the services are completed, the County will reduce the retainage to five percent (5%) of each subsequent progress payment. Such sums shall be accumulated and released to Contractor with final payment.

For purposes of determining 50% completion, stored material and general job costs such as mobilization, bonds, insurance, field office costs and like costs shall be excluded. Additionally, for purposes of this determination, each major discipline (electrical and instrumentation, structural, and mechanical) must independently achieve 50% completion in order for the project services to be deemed 50% complete.

F. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

G. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached to this Agreement, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is being requested have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

H. Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for the County's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by the County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

#### Section 10. Payments Withheld

A. The County's Project Manager may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County's Project Manager or the County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of:

A.1 Defective Work not remedied;

A.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

A.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;

- A.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;
- A.5 Reasonable indication that the Work will not be completed within the Contract Time;
- A.6 Unsatisfactory prosecution of the Work by the Contractor;
- A.7 Failure to provide accurate and current "As-Builts"; or
- A.8 Any other material breach of the Contract Documents.

B. If these conditions in Subsection 9.A are not remedied or removed, the County may, after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of this Agreement or any other agreement between Contractor and the County.

#### Section 11. Final Payment

A. The County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by the County's Project Manager in accordance with Section 25.A. herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the County with a properly executed and notarized copy of the Release and Affidavit, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the County.

B. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

#### Section 12. Submittals and Substitutions

A. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as a schedule of values, safety manual, shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

B. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming

of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or better than that named. Requests for review of substitute items of material and equipment will not be accepted by the County from anyone other than Contractor and all such requests must be submitted by Contractor to County's Project Manager within thirty (30) calendar days after Notice of Award is received by Contractor.

C. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County's Project Manager for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result, directly or indirectly, from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County's Project Manager in evaluating the proposed substitute. The County's Project Manager may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

D. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County's Project Manager to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County's Project Manager shall be the same as those provided herein for substitute materials and equipment.

E. The County's Project Manager shall be allowed a reasonable time within which to evaluate each proposed substitute. The County's Project Manager shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

### Section 13. Daily Reports, As-Builts and Meetings

A. Unless waived in writing by the County, Contractor shall complete and submit to County's Project Manager on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the County. The daily log shall document all activities of Contractor at the Project sites including, but not limited to, the following:

- A.1. Weather conditions showing the high and low temperatures during work hours, and any weather conditions which adversely affect the Work;
- A.2. Soil conditions which adversely affect the Work;
- A.3. The hours of operation by Contractor's and subcontractor's personnel;
- A.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
- A.5. Total number of jobs successfully completed that day;
- A.5. Description of Work being performed at each Project site;
- A.6. Any unusual or special occurrences at the Project site;
- A.7. Any problems that might impact either the cost or quality of the Work or the time of performance.
- A.8. Description of issue which led to an incomplete job.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to the County pursuant to the Contract Documents.

B. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County's Project Manager for reference. Current and accurate "As-Built" record documents shall be submitted with each Application for Payment. Failure to

provide current and accurate "As-Built" record drawings shall be reason for rejecting the Application for Payment. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County's Project Manager by Contractor for the County.

C. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

#### Section 14. Contract Time and Extensions

A. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of the County's suppliers and contractors as set forth in Paragraph 17.B. herein.

B. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

#### Section 15. Changes in the Work

A. The County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an

itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the County, and the County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of the County is authorized to direct any extra or changed work orally.

B. A Change Order, in the form attached to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and the County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the County and Contractor shall mutually agree.

C. If the County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by the County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 16 of this Agreement or else be deemed to have waived any claim on this matter it might otherwise have had.

D. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

E. The County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

F. The County's Project Manager shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the Contractor.

#### Section 16. Claims and Disputes

A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and Contractor arising out of or relating to the



Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

B. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 15.D.

C. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

#### Section 17. Other Work

A. The County may perform other work related to the Project at the site by the County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to the County within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

B. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the County, if the County is performing the additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County's Project Manager and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between the County and such utility owners and other contractors.

C. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or the COUNTY), Contractor shall inspect and promptly report to the County's Project Manager in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's

failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

#### Section 18. Indemnification and Insurance

A. Contractor agrees to the proportional extent of their negligence, recklessness, or intentional wrongful conduct save harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County. The County and Contractor agree the first \$100.00 of the Contract Amount paid by the County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

B. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Within fifteen (15) calendar days after Notice of Award is received by Contractor, Contractor shall provide the County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.

C. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

D. All insurance coverages of the Contractor shall be primary to any insurance or self insurance program carried by the County applicable to this Project. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

E. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the County as an additional insured and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

F. Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

G. Contractor shall submit to the County's Risk Management department a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

#### Section 19. Compliance with Laws

A. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing.

#### Section 20. Cleanup and Protections

A. Contractor agrees to keep the Project site(s) clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all

debris, rubbish and waste materials from and about the Project site(s), as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site(s) clean.

B. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

#### Section 21. Assignment

A. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

#### Section 22. Permits, Licenses and Taxes

A. Pursuant to Section 218.80, F.S., the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the County wherein the work is to be performed, but is responsible for acquiring all permits. The County may require the Contractor to deliver internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits.

B. All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the County shall be acquired and paid for by the Contractor.

#### Section 23. Termination for Default

A. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

B. The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.

C. If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by the County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. This obligation for payment shall survive termination of the Agreement.

D. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

E. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the County shall be the same as and limited to those afforded Contractor under Section 24 below.

#### Section 24. Termination for Convenience and Right of Suspension

A. The County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

B. The County shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

#### Section 25. Completion

A. When the entire Work (or any portion thereof designated in writing by the County) is ready for its intended use, Contractor shall notify the County in writing that the entire Work (or such designated portion) is substantially complete and request that the County's Project Manager issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, the County and Contractor shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the County does not consider the Work (or designated portion) substantially complete, the County's Project Manager shall notify Contractor in writing giving the reasons therefor. If the County considers the Work (or designated portion) substantially complete, the County's Project Manager shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punchlist of items to be completed or corrected by Contractor before final payment. The County shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but the County shall allow Contractor reasonable access to complete or correct items on the tentative punchlist.

B. Upon receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County's Project Manager will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the retainage shall become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached, (2) consent of surety to final payment, and (3) if required by the County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the County. Unless and until the County is completely satisfied, neither the final payment nor the retainage shall become due and payable.

#### Section 26. Warranty

A. Contractor shall obtain and assign to the County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after Completion of the entire Project including installation of all meters, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

#### Section 27. Tests and Inspections.

A. The County, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide the County's Project Manager with timely notice of readiness of the Work for all required inspections, tests or approvals.

B. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish the County's Project Manager the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

C. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County's Project Manager, such work must, if requested by the County's Project Manager, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given the County's Project Manager timely notice of Contractor's intention to cover the same and the County's Project Manager has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from the County's Project Manager, such Work must, if requested by the County's Project Manager, be uncovered for the County's Project Manager's observation and be replaced at Contractor's sole expense.

D. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by the County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

E. Neither observations nor other actions by the County's Project Manager nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

#### Section 28. Defective Work

A. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by the County, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by the County, remove it from the site and replace it with conforming Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the County harmless for same.

B. If the County considers it necessary or advisable that covered Work be observed by the County's Project Manager or inspected or tested by others, Contractor, at the County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as the County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

C. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County may order the Contractor to stop the Work, or any portion thereof, until the cause for such stop in the work has been eliminated; however, this right of the County to stop the Work shall not give rise to any duty on the part of the County to exercise this right for the benefit of Contractor or any other party.

D. Should the County determine, in its sole opinion, that it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor shall promptly pay the County an appropriate amount to adequately compensate the County for its acceptance of the defective Work.

E. If Contractor fails, within a reasonable time after the written notice from the County, to correct defective Work or to remove and replace rejected defective Work as required by the



County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, the County may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which the County has paid Contractor but which are stored elsewhere.

Contractor shall allow the County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable the County to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the County of the County's rights and remedies hereunder.

#### Section 29. Supervision and Superintendents

A. Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the County except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

#### Section 30. Protection of Work

A. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or the County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

B. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger said Work or property.

C. Contractor shall not disturb any benchmark established by the County with respect to the Project. If Contractor, or its subcontractors, agents or anyone for whom Contractor is legally liable, disturbs the County's benchmarks, Contractor shall immediately notify the County. The County shall reestablish the benchmarks and Contractor shall be liable for all costs incurred by the County associated therewith.

#### Section 31. Emergencies

A. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from the County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give the County's Project Manager written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

#### Section 32. Use of Premises

A. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

#### Section 33. Safety

A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

A.1. All employees on the Work and other persons and/or organizations who may be affected thereby;

A.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

A.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

B. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the County has occurred.

C. Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the County.

#### Section 34. Project Meetings

A. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the County and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by the County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County.

#### Section 35. Exhibits Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

- A. Request for Proposal
- B. Installation Details
- C. Performance Bond
- D. Public Payment Bond
- E. Insurance Requirements, including certificates of insurance
- F. Form of Release and Affidavit
- G. Change Order Form
- H. Special Conditions, if any
- I. Addenda, if any
- J. Specifications, if any
- K. Drawings, if any

L. Mandatory Federal Requirements

Section 36. Notices.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Okaloosa County Administrator

\_\_\_\_\_

With a copy to:

\_\_\_\_\_

B. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor: \_\_\_\_\_

Address (including city, state and zip): \_\_\_\_\_

\_\_\_\_\_

Name of person with their title to whose

Attention the notice should be sent: \_\_\_\_\_

Telephone and Fax numbers: \_\_\_\_\_

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 37. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 38. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 39. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. Venue shall be in the state courts of Okaloosa County, Florida.

Section 40. No Waiver.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 41. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement and incorporated documents comprise the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 42. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 43. Public Records.

Contractor shall maintain all records pertaining to this Agreement in accordance with the Florida Public Records law, chapter 119, Florida Statutes.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL, 32536 PHONE: (850) 689-5977, [riskinfo@co.okaloosa.fl.us](mailto:riskinfo@co.okaloosa.fl.us).**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- 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 in chapter 119 Florida Statutes or as otherwise provided by 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 the contractor does not transfer the records to the County.

- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### Section 44. Third Party Beneficiaries.

The Contractor and the County are the only parties to this Agreement and as such as the only parties to enforce its terms. Nothing in this Agreement gives, or shall be construed to give or provide, any benefit, direct or indirect, to third parties unless a third party is expressly described as an intended beneficiary of its terms.

#### Section 45. Independent Contractors.

Contractor is, and shall be, an independent contractor hereunder and shall control all ways, means and details incident to the performance of its obligations under this Agreement. Except as expressly stated herein, nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship, between the parties hereto. Contractor's employees are not employees of the County, are not subject to the personnel policies of the County, and do not participate in the benefits which accrue to the County employees.

#### Section 46. Discrepancies and Omissions

Any discrepancies or omissions found in the Agreement shall be reported to the County immediately. The County will clarify discrepancies or omissions, in writing, within a reasonable time. In resolving inconsistencies among two or more Exhibits of the Agreement, precedence shall be given in the following order:

- A. Agreement
- B. Bid Proposal
- C. Vendor's Proposal Response
- D. Special Conditions, if any
- E. Specifications, if any
- F. Drawings, if any

Addenda, if any, shall take precedence over all sections referenced herein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

Section 47. Mandatory Federal Requirements

The County is required to place certain mandatory Federal Requirements in all contracts and leases, regardless of the funding source. As such, attached as Exhibit L are the mandatory Federal Requirements. The Contractor agrees to adhere to all Federal Regulations as set forth in Exhibit L.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR: \_\_\_\_\_  
(Company Name)

ATTEST:

By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Printed)  
Its: \_\_\_\_\_ (Title)  
Date: \_\_\_\_\_

Witness:

Its: \_\_\_\_\_  
President/Corporate Secretary/Witness Date: \_\_\_\_\_  
[Corporate Seal]

\_\_\_\_\_  
2nd Witness (if not incorporated)

OWNER: Board of County Commissioners of Okaloosa County, Florida

(SEAL) By: \_\_\_\_\_  
Chairman

Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Approved as to Form and Content:

\_\_\_\_\_  
County Attorney





**EXHIBITA**  
**REQUEST FOR PROPOSAL (RFP)**

**EXHIBIT B**  
**PROCUREMENT PROPOSAL WITH REQUIRED FORMS**

**EXHIBIT C**  
**PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_, as Principal, whose principal business address is

\_\_\_\_\_ and phone number is \_\_\_\_\_, and  
\_\_\_\_\_, as Surety, whose principal  
address is \_\_\_\_\_

\_\_\_\_\_ and phone number is: \_\_\_\_\_ are  
held and firmly bound to Okaloosa County, Florida (the "COUNTY"), as Obligee in the sum  
of: \_\_\_\_\_

(\$ \_\_\_\_\_) for the payment whereof we bond ourselves, our heirs, executors,  
personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, with Obligee for \_\_\_\_\_

\_\_\_\_\_ OKALOOSA COUNTY Project  
No.: \_\_\_\_\_ in accordance with drawings and specifications, which contract is incorporated  
by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or

the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This bond is intended to comply with provisions of Section 255.05, Florida Statutes, and all terms and conditions of said statute are incorporated herein by reference thereto, specifically including but not limited to the notice and time limitation provisions of said section. In the event of any conflict, ambiguity or discrepancy between Section 255.05, Florida Statutes, and this Bond, Florida Statutes shall control. No right of action shall accrue on this Bond to or, for the use of any person or entity other than the COUNTY and those persons or corporations provided for by said statute, their heirs, executors, administrators, successors or assigns.

It is further agreed and understood that if the COUNTY is required to initiate legal proceedings to recover on this Bond, the COUNTY may also recover its costs relating there to, including a reasonable amount for its attorney's fees and legal assistant's fees before trial, at trial, on appeal and in bankruptcy.

IN WITNESS WHEREOF, the above parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

PRINCIPAL: \_\_\_\_\_  
(Company Name of Contractor)

By: \_\_\_\_\_ (Officers Signature)  
\_\_\_\_\_ (Officers Name Printed)

Witnesses as to Principal Name: \_\_\_\_\_ (Signature)  
Its: \_\_\_\_\_ (Title)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_(officer's name), as \_\_\_\_\_ (title) of \_\_\_\_\_ (company name), a(n)\_\_\_\_\_ (state) corporation, on behalf of the corporation. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires: \_\_\_\_\_

Signature of Notary : \_\_\_\_\_  
(Legibly Printed) \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

ATTEST: SURETY:

\_\_\_\_\_  
(Printed Company Name)

\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Surety Authorized Signature)

\_\_\_\_\_  
(Printed Name)

Witness as to Surety \_\_\_\_\_(Signature)

\_\_\_\_\_(Printed Name)

**OR**

\_\_\_\_\_  
As Attorney in Fact (Signature)

\_\_\_\_\_  
(Printed Name)

**(Attach Power of Attorney)**

Witnessed by: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Telephone Number)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (officer's name), as \_\_\_\_\_ (title) of \_\_\_\_\_ Surety, on behalf of Surety. He/She is personally known to me OR has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

My Commission Expires: \_\_\_\_\_

Signature of Notary : \_\_\_\_\_  
(Legibly Printed) \_\_\_\_\_

(AFFIX OFFICIAL SEAL) Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

**EXHIBIT D**  
**PUBLIC PAYMENT BOND**

BOND No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_, as Principal, whose principal business address is:

\_\_\_\_\_ and phone number and fax numbers are: \_\_\_\_\_  
and \_\_\_\_\_, as Surety, whose  
principal address is:

\_\_\_\_\_ and phone number and fax numbers are: \_\_\_\_\_ are held  
and firmly bound to OKALOOSA COUNTY, FLORIDA (the "COUNTY") as Obligee in the  
sum  
of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

for the payment whereof we bind ourselves, our heirs, executors, personal representatives,  
successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, with Obligee for \_\_\_\_\_  
in accordance with drawings and specifications, which contract is incorporated by reference and  
made a part hereof, and this referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal promptly makes payment to all  
claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials  
or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the  
Contract, then is bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities  
connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no  
event will the Surety be liable in the aggregate to claimants for more than the penal sum of this  
Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, the name of each party being affixed and these presents duly signed by its  
under-signed representative, pursuant to authority of its governing body.  
Signed, sealed and delivered in the presence of:

PRINCIPAL: \_\_\_\_\_  
(Company Name of Contractor)

By: \_\_\_\_\_ (Officer's Signature)  
\_\_\_\_\_ (Officer's Name Printed)

Witnesses as to Principal Name: \_\_\_\_\_ (Signature)  
Its: \_\_\_\_\_ (Title)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ (officer's name), as  
\_\_\_\_\_ (title) of \_\_\_\_\_, a  
\_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me OR has  
produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires: \_\_\_\_\_

Signature of Notary: \_\_\_\_\_

(Legibly Printed) \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Commission No.: \_\_\_\_\_

ATTEST: SURETY:

\_\_\_\_\_  
(Printed Company Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Surety Authorized Signature)

\_\_\_\_\_  
(Printed Name)

Witness as to Surety: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Printed Name)



**OR**

\_\_\_\_\_  
As Attorney in Fact (Signature) (Printed Name)

**(Attach Power of Attorney)**

Witnessed by: \_\_\_\_\_  
(Signature) (Printed Name)

\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Telephone Number)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by \_\_\_\_\_ (officer's name), as \_\_\_\_\_ (title) of \_\_\_\_\_ Surety, on behalf of Surety. He/She is personally known to me OR has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

My Commission Expires: \_\_\_\_\_

Signature of Notary: \_\_\_\_\_  
(Legibly Printed) \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Commission No: \_\_\_\_\_

**EXHIBITE**  
**INSURANCE REQUIREMENTS**  
**CERTIFICATES OF INSURANCE**

(1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

(4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:

- (A) The name and type of policy and coverages provided;
- (B) The amount or limit applicable to each coverage provided;
- (C) The date of expiration of coverage;
- (D) The designation of the COUNTY as an additional insured and a certificate holder. (This requirement may be excepted for Worker's Compensation and professional liability Insurance.);
- (E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days written notice to the COUNTY.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the COUNTY with such renewal certificate(s) shall be considered justification for the COUNTY to terminate the Agreement.

(6) Contractor shall include the COUNTY, the COUNTY's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

(7) If the COUNTY has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the COUNTY shall notify Contractor in writing thereof within thirty (30) days of the delivery of such certificates to the COUNTY. Contractor shall provide to the COUNTY such additional information with respect to its insurance as may be requested.

(8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

**WORKER'S COMPENSATION [REVISE AS NEEDED TO MEET COUNTY'S REQUIREMENTS]**

State: Statutory  
Applicable Federal:  
(e.g. Longshoremen's) Statutory  
Employer's Liability: \$1,000,000.00

**COMPREHENSIVE GENERAL LIABILITY**

Bodily Injury: \$1,000,000.00 Each Occurrence  
Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive General Liability Insurance shall include:

Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

**COMPREHENSIVE AUTOMOBILE LIABILITY**

Bodily Injury: \$1,000,000.00 Each Occurrence  
Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive Automobile Liability shall include coverage for any owned auto, non-owned autos and hired autos.

**EXHIBIT F**  
**RELEASE AND AFFIDAVIT**

COUNTY OF \_\_\_\_\_

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared \_\_\_\_\_  
\_\_\_\_\_, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$ \_\_\_\_\_ paid, \_\_\_\_\_ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Okaloosa County, Florida (the "COUNTY"), its Board of County Commissioners, employees and agents relating in any way to the performance of the Agreement between Contractor and the COUNTY, dated \_\_\_\_\_, \_\_\_\_\_, for the period from \_\_\_\_\_ to \_\_\_\_\_.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless the COUNTY, its Board of County Commissioners, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the COUNTY arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. \_\_\_\_\_.

CONTRACTOR:

\_\_\_\_\_  
By: \_\_\_\_\_ (signature of the executive officer)

Its: \_\_\_\_\_ (title of the executive officer)

Date: \_\_\_\_\_

Witnesses

\_\_\_\_\_

[Corporate Seal]

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires: \_\_\_\_\_  
(Signature of Notary)

Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Commission No.: \_\_\_\_\_

**EXHIBIT G**  
**CHANGE ORDER FORM**

CHANGE ORDER NO. \_\_\_\_\_ OKALOOSA COUNTY PROJECT NO. \_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

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

Okaloosa County Project No. \_\_\_\_\_

Under our AGREEMENT dated \_\_\_\_\_.

\*\*\*\*\*

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

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

FOR THE ADDITIVE or DEDUCTIVE Sum of:

\_\_\_\_\_ (\$\_\_\_\_\_).

Original Agreement Amount                      \$ \_\_\_\_\_

Sum of Previous Changes                         \$ \_\_\_\_\_

This Change Order ADD/DEDUCT                \$ \_\_\_\_\_

Present Agreement Amount                        \$ \_\_\_\_\_

The time for completion shall be (increased/decreased) by \_\_\_\_\_ calendar days due to this Change Order. Accordingly, the Contract Time is now \_\_\_\_\_ (\_\_\_\_\_) calendar days and the final completion date is \_\_\_\_\_. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted: \_\_\_\_\_, 20\_\_\_\_.

OKALOOSA COUNTY, FLORIDA

CONTRACTOR

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

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

**EXHIBIT L.**  
**Mandatory Federal Requirements**