

**GOODS AND/OR SERVICES CONTRACT PROCEDURES**

1. Open this document each time you prepare a CONTRACT. Be sure to save it in your own directory under another name. Also print a Routing Form.
2. Obtain a CONTRACT number from the Records Department.
3. Complete the CONTRACT and Routing Form.
4. Upon completion of the internal review and approval you may proceed with the procurement process consistent with CONTRACT requirements and TAMPA BAY WATER's policies and procedures.
5. Upon completion of the procurement process and selection/approval of the awarded party, forward three original CONTRACTS to the awarded party for execution and return to TAMPA BAY WATER.
6. Upon execution by the awarded party, route all three original CONTRACTS and the Routing Form to the next appropriate party. Be sure to include any certificates of insurance and any exhibits provided by the awarded party, etc., to make a complete CONTRACT package.
7. When the document has been completely executed, one original goes to the Records Department, one original goes to the awarded party and one original may be kept by the Project Manager.
8. **Note: The FLORIDA PERFORMANCE BOND and/or the FLORIDA PAYMENT BOND included herein are recommended when Services or Goods in excess of \$50,000 are provided as part of supplying goods and/or services using this CONTRACT. The FLORIDA BID BOND included herein is required for all BIDS.**

-END OF INSTRUCTIONS-

Please run the following legal notice on \_\_\_\_\_ one time.

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INVITATION FOR SEALED BIDS

PLEASE ADVERTISE ON \_\_\_\_\_

TAMPA BAY WATER, A Regional Water Supply Authority (TAMPA BAY WATER), is requesting written sealed bids from vendors who are able to provide \_\_\_\_\_ goods and/or services according to TAMPA BAY WATER's specifications.

This request is for: Contract # \_\_\_\_\_ for \_\_\_\_\_ goods and/or services.

Written sealed bids must be supplied on forms provided by TAMPA BAY WATER and bids will be received until \_\_\_\_\_ (TIME, DATE).

Specifications and forms may be obtained at TAMPA BAY WATER's office located at 2575 Enterprise Road, Clearwater FL 33763-1102 or by contacting \_\_\_\_\_ at (727) 796-2355.

**[THE FOLLOWING IS OPTIONAL: A mandatory prebid conference will be held on (insert time and date) at (insert place). You must attend this mandatory conference in order to submit a sealed bid. Anyone requiring reasonable accommodations for this conference should contact (insert person) at (insert phone number) at least three working days prior to this mandatory conference.]**

---

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

Department Requesting bid: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Department Director's Signature: \_\_\_\_\_

Cost Center: \_\_\_\_\_

**TAMPA BAY WATER  
2575 ENTERPRISE ROAD  
CLEARWATER, FLORIDA 33763-1102**

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**TAMPA BAY WATER  
2575 ENTERPRISE ROAD  
CLEARWATER, FLORIDA 33763-1102**

**INVITATION FOR SEALED BIDS**

**FOR**

\_\_\_\_\_ **GOODS AND/OR SERVICES**

**CONTRACT #** \_\_\_\_\_

**DUE DATE:** \_\_\_\_\_

**GOODS AND/OR SERVICES CONTRACT DOCUMENTS**

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**BIDDING REQUIREMENTS**

## **INSTRUCTIONS TO BIDDERS**

1. Quotations for services are to be provided on the BID SCHEDULE included herein, and shall be completed in ink or typewritten.
2. Award of the CONTRACT included herein for specified goods and/or services will be made to the lowest responsive, responsible BIDDER who, in the sole and absolute judgment of TAMPA BAY WATER, can provide the goods and/or services required by TAMPA BAY WATER. TAMPA BAY WATER reserves the right to reject any and all BIDS, to waive any and all minor irregularities and technicalities, to negotiate terms with the successful BIDDER, and reserves the right to disregard all nonconforming, non-responsive or conditional BIDS and to re-solicit BIDS, as maybe deemed to be in the best interests of TAMPA BAY WATER. TAMPA BAY WATER further reserves the right to delete line items from consideration. The decision made by TAMPA BAY WATER in selection of the successful BIDDER and award of the CONTRACT included herein will be final.
3. Owner's Allowance, if specified in the BID SCHEDULE included herein, is to be included in the proposed total CONTRACT price.
4. To demonstrate qualifications to furnish the specified goods and/or services under the CONTRACT, BIDDER must be prepared to submit written information, within five (5) days of TAMPA BAY WATER's request, such as financial data, prior experience, and previous contracts for similar goods and/or services.
5. By submitting a BID, BIDDERS acknowledge that TAMPA BAY WATER is the interpreter of these GOODS AND/OR SERVICES CONTRACT DOCUMENTS. If the CONTRACT included herein is to be awarded, TAMPA BAY WATER will give the successful BIDDER a written NOTICE OF AWARD.
6. The successful BIDDER agrees that, upon receipt of the NOTICE OF AWARD, it shall execute and deliver to TAMPA BAY WATER three (3) copies of the CONTRACT, the required CERTIFICATE OF INSURANCE, and, if required herein, the FLORIDA PERFORMANCE BOND and the FLORIDA PAYMENT BOND, all of which are included herein, within 15 days of receipt of the NOTICE OF AWARD. The successful BIDDER will furnish the goods and/or services under the CONTRACT included herein.
7. TAMPA BAY WATER is exempt from State sales tax on equipment or materials purchased directly from the BIDDER.
8. BIDDER must complete the BIDDER'S EXPERIENCE LIST included herein.
9. All quotations must reflect delivered cost which includes all packing, handling, shipping charges, taxes, discounts and delivery to TAMPA BAY WATER. TAMPA BAY WATER will have an acceptance period of \_\_\_\_\_ days during which the BIDDER must hold their quotation and/or offer open. It is understood and agreed that all

items offered or shipped as a result of this BID shall be new, current, standard model available at the time of the BID. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packing.

10. Sealed BIDS for goods and/or services under the CONTRACT must be received in TAMPA BAY WATER's office located at 2575 Enterprise Road, Clearwater, Florida 33763-1102 no later than \_\_\_\_\_, (local time in Clearwater), \_\_\_\_\_ (date). An original and five (5) copies of the BID response must be received on or before this deadline. Responses will be retained as property of TAMPA BAY WATER. As such, all responses are public record, subject to public review. The BID response marked "original" must contain a manual signature of the authorized representative of the BIDDER; all others may be photocopies.
11. BIDDER must fill in all blank spaces on the BID SCHEDULE included herein in ink. No changes shall be made in the wording or format of the forms. In case of a discrepancy between unit prices and extended totals, unit prices shall prevail. No addition or deletion of the terms or conditions included with the BID response shall be evaluated or considered and any and all such revisions shall have no force or effect and are inapplicable to this BID. No submission by the BIDDER, whether purposely or inadvertently in any transmittal letters, specifications, literature, price lists or warranties may constitute a revision to these Instructions. It is understood and agreed that the instructions and the general and special conditions in this BID solicitation are the only conditions applicable to this BID and BIDDER's authorized signature affixed to the BID response constitutes acknowledgment of this fact.
12. Any BID may be deemed non-responsive which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or which may be obviously unbalanced, or which in any manner shall fail to conform to the requirements provided for herein.
13. Only one BID from any individual, firm, partnership, or corporation, under the same or different names, shall be considered. Should it appear to TAMPA BAY WATER that any BIDDER has an interest in more than one BID for the goods and/or services under the CONTRACT, all BIDS in which such BIDDER has an interest shall be rejected.
14. The BIDDER shall sign its BID in the appropriate blank space provided therefor. If BIDDER is a corporation, the legal name of the corporation shall be set forth above the signature, together with the signature of an officer(s) or agent(s) authorized to sign contracts accompanied by evidence of authority to sign on behalf of the corporation. If BIDDER is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts accompanied by evidence of authority to sign on behalf of the partnership. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a notarized power-of-attorney must accompany the BID.
15. Failure to provide evidence of authority as referenced in paragraph 14 above may cause the BID to be regarded as not properly authorized and may subject it to rejection (disqualification).

16. BIDS must be timely submitted in accordance with the BID SCHEDULE included herein and must be submitted in a sealed opaque envelope clearly marked "SEALED BID" and addressed as follows:

TAMPA BAY WATER  
2575 Enterprise Road  
Clearwater, Florida 33763-1102  
Attention: Records Department

TAMPA BAY WATER CONTRACT # \_\_\_\_\_

17. CONVICTED VENDOR AND DISCRIMINATORY VENDOR LISTS

17.1 Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list.

17.2 Pursuant to Subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

18. NOTIFICATION OF RIGHT TO PROTEST:

18.1 Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. This includes, but is not limited to, any objection to or protest of this INVITATION FOR SEALED BIDS, Notice of Award, the form and content of the BID DOCUMENTS and/or the actions of TAMPA BAY WATER.

- 18.2 Notification of TAMPA BAY WATER's award resulting from this solicitation will be given by certified mail or other express delivery service, return receipt requested, only to BIDDERS.
19. The CONTRACT number (as indicated on the INVITATION FOR SEALED BIDS page and at the top of each page) must be included on any correspondence, invoices, insurance forms, etc., having to do with the CONTRACT and sent to TAMPA BAY WATER during the term of the CONTRACT.
20. **[NOTE: THIS PROVISION IS OPTIONAL TO BE INSERTED AT THE PROJECT MANAGER'S DISCRETION]** A Pre-BID Conference will be held at \_\_\_\_\_ at TAMPA BAY WATER's office located at \_\_\_\_\_. Attendance at the Pre-BID Conference is mandatory and all prospective BIDDERS are required to attend the conference. Any questions concerning this BID solicitation process, required submittals, evaluation criteria, BID SCHEDULE, selection process or any other matter regarding this procurement should be directed to \_\_\_\_\_ at TAMPA BAY WATER, 727/796-2355 (telephone), 727/791-2388 (fax). All questions received prior to the Pre-BID Conference will be discussed at the Pre-BID Conference. Anyone requiring reasonable accommodations for this mandatory conference should contact Tampa Bay Water's Human Resources Department at 727/796-2355\_(telephone) at least three working days prior to this conference.
21. BIDDERS shall complete the NON-COLLUSION AFFIDAVIT included herein as a part of their BID.
22. Each BIDDER must review the CONTRACT FORMS included herein and sign the BID SCHEDULE thereby acknowledging that the BIDDER has had adequate time and opportunity to view the CONTRACT FORMS included herein.
23. The TAMPA BAY WATER representative will not provide information to the BIDDER. If questions arise, the BIDDER must submit a written request for additional information. If additional information is provided, it will be provided to all BIDDERS.
24. BONDS
- 24.1 Sealed BIDS must be accompanied by a certified check, or cashier's check drawn on a bank in good standing, or the FLORIDA BID BOND included herein must be issued by a surety authorized to issue such bonds in the State of Florida, in the amount of \_\_\_\_\_ percent (\_\_\_\_\_% ) of the proposed total CONTRACT price of the BID submitted. The FLORIDA BID BOND included herein shall be given as a guarantee that the BIDDER will not withdraw its BID for a period of \_\_\_\_\_ days after the opening of BIDS.
- 24.2 **[NOTE: THIS PROVISION IS OPTIONAL TO BE INSERTED AT THE PROJECT MANAGER'S DISCRETION]** A properly executed FLORIDA

PERFORMANCE BOND and/or FLORIDA PAYMENT BOND, each acceptable to TAMPA BAY WATER, and each in the form included herein and in the amount of \_\_\_\_\_ percent (\_\_\_\_\_ %) of the proposed total CONTRACT price of the BID submitted, by a surety or sureties authorized to issue such bonds in the State of Florida, shall be provided by the successful BIDDER at the time the CONTRACT is executed in accordance with Section 27.1 herein.

24.3 The attorney-in-fact who executes a bond on behalf of the surety must attach a notarized copy of its power-of-attorney as evidence of its authority to bind the surety on the date of execution of the bond. Where laws and regulations require, certification by a resident agent shall also be provided.

25. TAMPA BAY WATER accepts no responsibility for any expenses incurred in the BIDDERS' preparation of the BIDS; such expenses are to be borne exclusively by the BIDDERS.

## 26. BIDDER'S DECLARATION AND UNDERSTANDING

26.1 The undersigned, hereinafter called the BIDDER, declares that the only person(s) or party(s) interested in this BID are those named herein, that this BID is, in all respects, fair and without fraud, that it is made without collusion with any official of TAMPA BAY WATER and that the BID is made without any connection or collusion with any person submitting another BID on the CONTRACT included herein.

26.2 The undersigned BIDDER proposes and agrees that if this BID is accepted it shall enter into a contract with TAMPA BAY WATER in the form included herein as the CONTRACT and perform and furnish all goods and/or services under the CONTRACT for the CONTRACT price, within the CONTRACT time, and in accordance with the other terms and conditions of the CONTRACT included herein.

26.3 The BIDDER has familiarized itself with the nature and extent of the CONTRACT FORMS included herein, the sites, the localities and all local conditions and laws and regulations that may in any manner affect cost, schedule, progress, performance or furnishing of the goods and/or services under the CONTRACT included herein.

26.4 The BIDDER has read the CONTRACT FORMS included herein, and accepts all of the terms and conditions of the CONTRACT FORMS. All BIDS shall remain open as specified in the INSTRUCTIONS TO BIDDERS included herein.

## 27. CONTRACT EXECUTION AND BONDS

27.1 The BIDDER agrees that upon receipt of the NOTICE OF AWARD, it shall execute and deliver to TAMPA BAY WATER three (3) copies of the

CONTRACT, the TAMPA BAY WATER CERTIFICATE OF INSURANCE, and, if required herein, the FLORIDA PERFORMANCE BOND and the FLORIDA PAYMENT BOND, the forms of which are included herein, within 15 days of receipt of the NOTICE OF AWARD.

## 28. CERTIFICATES OF INSURANCE

28.1 The CONTRACTOR shall furnish to TAMPA BAY WATER, before providing goods and/or services under the CONTRACT included herein, the certificates of insurance as specified in the CONTRACT, using the TAMPA BAY WATER CERTIFICATE OF INSURANCE form included herein, or approved ACORD form.

## 29. SALES AND USE TAXES

29.1 The BIDDER agrees that all applicable federal, state, and local sales and use taxes are included in the stated proposed prices for the goods and/or services under the CONTRACT included herein.

## 30. QUALIFICATION OF BIDDERS

30.1 BIDS will only be considered from BIDDERS who provide \_\_\_\_\_ services. BIDDER shall document their qualifications and experience in providing \_\_\_\_\_ services on the BIDDER'S EXPERIENCE LIST.

## 31. QUANTITIES

31.1 The quantity specified on the BID SCHEDULE is to be used for establishing the basis of award purposes only and TAMPA BAY WATER reserves the right to increase or decrease quantities shown or used without penalty.

## 32. PRICING

32.1 The BIDDER acknowledges and agrees that the separate prices on the BID SCHEDULE, where they are applicable and deemed acceptable by TAMPA BAY WATER, will be used by TAMPA BAY WATER and the BIDDER, if awarded the CONTRACT included herein, whenever similar service is added to or deducted from the CONTRACT.

## 33. AWARD

33.1 TAMPA BAY WATER will award the CONTRACT included herein to the lowest responsive, responsible BIDDER deemed most qualified to provide the specified goods and/or services under the CONTRACT included herein.

**BID FORMS**

**ADDENDA**

The BIDDER acknowledges that he has received Addenda Number(s):

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Number	Addendum Title	BIDDER Initials
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Number	Addendum Title	BIDDER Initials
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Number	Addendum Title	BIDDER Initials
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BIDDER shall insert number and name of each addendum received and agrees that all addenda issued are hereby made a part of the proposed CONTRACT FORMS, and the BIDDER further agrees that its BID is submitted after consideration of said addenda.

**BID SCHEDULE**

The Project Manager must prepare the BID SCHEDULE, as appropriate for the nature and needs of the goods and/or services to be provided, on separate pages as necessary.

**PROPOSED TOTAL CONTRACT BID PRICE**

\_\_\_\_\_  
(Amount Written in Words)

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Address

\_\_\_\_\_  
Authorized Signature

**AUTHORIZED SIGNATURES**

BID submitted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

If the BIDDER is an individual (sole proprietor):

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

Name and Title: \_\_\_\_\_

By: \_\_\_\_\_  
(if other than named individual, attach Power of Attorney)

Doing Business As: \_\_\_\_\_

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

\_\_\_\_\_  
(City, State, Zip)

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

If the BIDDER is a Partnership:

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

\_\_\_\_\_  
Name of General or Limited Partner(s) Authorized to Sign

By: \_\_\_\_\_  
(Attach Evidence of Authority to Sign)

\_\_\_\_\_  
Name of General or Limited Partner(s) Authorized to Sign

By: \_\_\_\_\_  
(Attach Evidence of Authority to Sign)

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

\_\_\_\_\_  
(City, State, Zip)

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

If BIDDER is a Corporation:

By: \_\_\_\_\_  
(Legal Corporation Name)

Name and Title: \_\_\_\_\_

By: \_\_\_\_\_  
(Attach Evidence of Authority to Sign)

Name and title and Signature of Official Attesting:

Name: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
City, State, Zip

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

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

State of Incorporation: \_\_\_\_\_

If BIDDER is a Joint Venture:

**Each** joint venturer shall sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture shall be in the manner indicated above.

**NON-COLLUSION AFFIDAVIT**

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

\_\_\_\_\_ ("AFFIANT"), being first duly sworn,  
deposes and says that:

- 1. AFFIANT is \_\_\_\_\_ of \_\_\_\_\_,  
(the "BIDDER") and has submitted the attached BID;
- 2. AFFIANT has personal knowledge of the matters set forth herein and is competent  
to testify;
- 3. AFFIANT is fully informed respecting the preparation and contents of the attached  
BID and all pertinent circumstances respecting the BID;
- 4. The BID is genuine and is not a collusive or sham BID;
- 5. Neither the BIDDER nor any of its officers, partners, owners, agents,  
representatives, employees, or parties in interest, including AFFIANT, has in any way colluded,  
conspired, connived, or agreed, directly or indirectly with any other BIDDER, firm, or person to  
submit a collusive or sham BID, or has in any manner, directly or indirectly, sought by contract or  
collusion or communication or conference with any other BIDDER, firm, or person to fix the price  
or prices in the attached BID or of any other BIDDER, or to fix any overhead, profit, or cost  
element of the BID price or the BID price of any other BIDDER, or to secure through any collusion,  
conspiracy, connivance or unlawful agreement any advantage against TAMPA BAY WATER or  
any person interested in the CONTRACT.

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

(Corporate Seal)

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
\_\_\_\_\_, who is personally known to me or has produced  
\_\_\_\_\_ as identification.

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

\_\_\_\_\_  
Print Name

My commission expires:

## FLORIDA BID BOND

### Know all men by these presents:

That the "BIDDER", \_\_\_\_\_, a corporation \_\_\_\_\_, individual \_\_\_\_\_, partnership \_\_\_\_\_, of the state of Florida, qualified to do business in this State, as principal, and the "SURETY", \_\_\_\_\_, a corporation of the state of \_\_\_\_\_, authorized to do business as a surety in this State, as surety, are hereby held and firmly bound unto TAMPA BAY WATER, A Regional Water Supply Authority ("TAMPA BAY WATER"), as obligee, in the sum \_\_\_\_\_, lawful money of the United States of America for the payment of which the BIDDER and the SURETY hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly, and severally, firmly by these presents.

WHEREAS, the BIDDER has submitted to TAMPA BAY WATER, its BID to which this FLORIDA BID BOND ("BOND") is attached, to enter into the CONTRACT with TAMPA BAY WATER for \_\_\_\_\_, Project No.: \_\_\_\_\_, which CONTRACT is incorporated herein by this reference:

NOW, THEREFORE: THE CONDITION OF THIS OBLIGATION IS THAT, the BIDDER and SURETY are jointly and severally bound by all of the provisions of this BOND, and if the BIDDER faithfully performs and fulfills all the understandings, covenants, terms, conditions and requirements of the CONTRACT (including ADDENDA issued before the date of the opening of the BID) within the time specified or any extension thereof, with or without notice to the SURETY, or if the BIDDER fails to comply with all requirements of the CONTRACT (as modified) within the time specified or any extension thereof, with or without notice to the SURETY, but pays TAMPA BAY WATER the full amount of the sum set forth in this BOND as liquidated damages, then this obligation shall be null and void, otherwise to remain in full force and effect.

A. If TAMPA BAY WATER makes demand on the SURETY to perform in accordance with the SURETY'S obligations under this BOND, then the full amount of this BOND shall be immediately due and payable to TAMPA BAY WATER, and the SURETY shall pay that sum without delay. Additionally, the SURETY shall reimburse TAMPA BAY WATER for all costs of collection (including but not limited to attorney's fees).

B. The SURETY, for value received, stipulates and agrees that the obligations of the SURETY and this BOND shall be in no way impaired or affected by any extension of the time within which TAMPA BAY WATER may accept the BID, and the SURETY does, by this agreement, waive notice of any such extension.

C. The term this "State" means the State of Florida. Other defined terms (i.e., capitalized terms) used in this BOND have the intent and meanings assigned to them in the CONTRACT.

IMPORTANT: Sureties executing this BOND shall be currently authorized to do business in the State as surety and, except as otherwise provided by the Florida Statutes, be on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies. Bonds can not be in excess of the amount indicated as approved by that list.

\_\_\_\_\_  
(Name of SURETY)

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

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

\_\_\_\_\_  
(Name of Duly Authorized Florida Agent)

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**BIDDER/Principal:**

Witness

\_\_\_\_\_

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

\_\_\_\_\_  
Name and Title

**Surety:**

Witness

\_\_\_\_\_

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

\_\_\_\_\_  
By Attorney-In-Fact  
(Attach Certified Copy of Power of Attorney)

**BIDDER'S EXPERIENCE LIST**

To enable TAMPA BAY WATER to evaluate the BIDDER's qualifications to provide the GOODS and/or perform the SERVICES, the BIDDER shall list in the spaces below similar \_\_\_\_\_ contracts the BIDDER has completed or has under active contract within the last five (5) years.

NOTE: THIS PAGE MAY BE CHANGED OR DELETED AS NEEDED.

EXPERIENCE LIST

CUSTOMER NAME	ADDRESS	PHONE NUMBER	# YEARS SERVICE	CONTACT NAME

**CONTRACT FORMS**

**CONTRACT**

This CONTRACT is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between **TAMPA BAY WATER, A Regional Water Supply Authority**, an interlocal governmental agency of the State of Florida, created and existing pursuant to Sections 163.01, 373.713 and 373.715, Florida Statutes, (“TAMPA BAY WATER”), and \_\_\_\_\_ (“CONTRACTOR”), a corporation in the State of \_\_\_\_\_ and authorized to do business in the State of Florida.

**WITNESSETH:**

**WHEREAS**, TAMPA BAY WATER desires to retain CONTRACTOR to provide \_\_\_\_\_ goods and/or services, as further described herein, and as more particularly described in the SPECIFICATIONS attached hereto and made a part hereof (the “GOODS AND/OR SERVICES”); and

**WHEREAS**, TAMPA BAY WATER has selected CONTRACTOR in accordance with TAMPA BAY WATER’S procurement policy and applicable law; and

**WHEREAS**, CONTRACTOR agrees to serve as TAMPA BAY WATER'S contractor for GOODS AND/OR SERVICES based upon the terms and conditions set forth in this CONTRACT, which includes the GENERAL CONTRACT CONDITIONS, the SUPPLEMENTAL GENERAL CONDITIONS, the SPECIFICATIONS, and the EXHIBITS, all of which are attached hereto and made a part hereof, and all formal changes thereto by addendum, change order, or written modification executed by both parties hereto (collectively, the “CONTRACT”).

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

- 1.0 **RETENTION:** TAMPA BAY WATER does hereby retain and engage the CONTRACTOR and the CONTRACTOR does hereby accept said engagement and agrees to provide the GOODS AND/OR SERVICES.
- 2.0 **TERM:** This CONTRACT shall commence on the date of execution, and terminate \_\_\_\_\_ (# of days/months years) therefrom. TAMPA BAY WATER, at its discretion, shall have the option to renew this CONTRACT for an additional two (2) years, one (1) year at a time, or any portion thereof. This option shall be exercised in writing and will be exercised only if agreeable to both parties and all prices remain the same. To the extent CONTRACTOR is required to continue to provide GOODS AND/OR SERVICES under any Assignment given hereunder, this CONTRACT shall remain in full force and until the completion of full performance of that Assignment. This CONTRACT may be terminated as provided in article 5.0 No Assignment shall be given after termination of this CONTRACT.

- 3.0 GOODS AND/OR SERVICES: The CONTRACTOR shall provide the GOODS AND/OR SERVICES in a manner satisfactory to TAMPA BAY WATER. Said GOODS AND/OR SERVICES shall commence upon written notice to proceed from TAMPA BAY WATER, which is subject to the CONTRACTOR providing the FLORIDA PERFORMANCE BOND and the FLORIDA PAYMENT BOND in the forms attached hereto and made a part hereof, as required.
- 4.0 COMPENSATION: TAMPA BAY WATER shall pay the CONTRACTOR for those GOODS AND/OR SERVICES provided for in article 3.0 above on a monthly basis as provided for in the BID SCHEDULE attached hereto and made a part hereof. The CONTRACTOR will invoice TAMPA BAY WATER monthly, or at such other period as agreed to by the parties, and TAMPA BAY WATER shall make payment of approved invoices within thirty (30) days. Invoices shall meet all requirements of TAMPA BAY WATER, and shall be subject to cost substantiation.
- 5.0 TERMINATION OF CONTRACT:
- 5.1. TAMPA BAY WATER may terminate or cancel this CONTRACT at its discretion and said termination shall be effective, with or without cause, after written notice has been provided to the CONTRACTOR.
- 5.2. Following termination, TAMPA BAY WATER shall make a settlement with the CONTRACTOR upon a pro rata basis as determined by TAMPA BAY WATER, which shall fix the value of the GOODS AND/OR SERVICES performed by the CONTRACTOR prior to the termination or cancellation of this CONTRACT.
- 6.0 SUBCONTRACTORS: The CONTRACTOR shall not sublet, assign, or transfer any GOODS AND/OR SERVICES specifically set forth under this CONTRACT without the prior written consent of TAMPA BAY WATER. All persons used by the CONTRACTOR for fulfilling the requirements of this CONTRACT must be employees of the CONTRACTOR, unless otherwise approved by TAMPA BAY WATER.
- 7.0 INDEMNIFICATION: In consideration of the first \$100.00 paid by TAMPA BAY WATER to the CONTRACTOR, the receipt and sufficiency of which is hereby acknowledged, the CONTRACTOR shall indemnify, defend, or at the option of TAMPA BAY WATER pay the cost of defense, and hold harmless TAMPA BAY WATER from any and all claims, expenses and damages, including, but not limited to reasonable attorneys' fees on account of a demand or claim, or assertion of liability, or any claim or action arising or alleged to have arisen out of or to the extent caused by use of CONTRACTOR's products, or CONTRACTOR's performance of this CONTRACT in a negligent, reckless, or intentionally wrongful manner, including performance by any subcontractor, agent or representative of CONTRACTOR, or as a result of any defaults by the CONTRACTOR under this CONTRACT for breach of any representation or warranty by CONTRACTOR either expressed or implied. However, neither the CONTRACTOR nor any of its subcontractors will be liable under this paragraph for damages arising out of

injury or damage to persons or property directly caused or resulting from the sole negligence of TAMPA BAY WATER or any of its officers, agents or employees.

## 8.0 CONTRACTOR'S INSURANCE-GENERAL REQUIREMENT

- 8.1. The CONTRACTOR shall purchase and maintain the following described insurance on policies and with insurers acceptable to TAMPA BAY WATER. The insurance policy shall be written for not less than the limits of coverage specified in articles 9.0 through 10.0 below.

The CONTRACTOR shall submit certificates itemizing the policies issued, limits of coverage, expirations dates and endorsements provided to TAMPA BAY WATER, using the TAMPA BAY WATER CERTIFICATE OF INSURANCE form, attached hereto and made a part hereof.

- 8.2. These insurance requirements shall not limit the liability of the other party. TAMPA BAY WATER does not represent these types or amounts of insurance to be sufficient or adequate to protect the other party's interests or liabilities, but are merely minimums.
- 8.3. CONTRACTOR shall not commence or continue to provide any GOODS AND/OR SERVICES unless CONTRACTOR has in full force and effect all required insurance, and until all correct and complete insurance certificates have been provided to TAMPA BAY WATER evidencing the specific insurance coverage required and indicating TAMPA BAY WATER as additional insured, unless TAMPA BAY WATER approves commencement or continuation of GOODS AND/OR SERVICES, nor shall any payment for GOODS AND/OR SERVICES performed become due and payable until such certificates have been provided to TAMPA BAY WATER. If the use of subcontractors is authorized by TAMPA BAY WATER pursuant to article 6.0 above, CONTRACTOR shall not permit any subcontractor, supplier or other person or organization to provide the GOODS AND/OR SERVICES unless the insurance requirements set forth in this CONTRACT have been complied with by such subcontractor, supplier or other person or organization.
- 8.4. All above-referenced policies of insurance, except worker's compensation insurance, shall be endorsed to include as additional insured: TAMPA BAY WATER, its consultants, subsidiaries or affiliates, and each of TAMPA BAY WATER's directors, officers, employees, representatives, agents or volunteers. Such insurance policies shall include or be enforced to include a cross liability clause so the additional insured will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance which might be applicable to any loss, the insurance required of the CONTRACTOR shall be considered primary, and all other insurance shall be considered excess.

- 8.5. All above-referenced policies of insurance (and the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, adversely changed or renewal refused until at least thirty (30) days prior written notice has been given to TAMPA BAY WATER and the CONTRACTOR by certified mail.
- 8.6. The CONTRACTOR shall be responsible for all deductibles under such policies of insurance.

9.0 LIABILITY INSURANCE

9.1. CONTRACTOR shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, automobile and other appropriate insurance for the GOODS AND/OR SERVICES being performed and furnished which shall provide protection from claims set forth below which may arise out of, or result from CONTRACTOR'S performance and furnishing of the GOODS AND/OR SERVICES and CONTRACTOR'S other obligations under this CONTRACT.

9.1.1. Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Worker's Compensation coverage section) and the total amount of coverage required. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury, Combined Single Limits:

General Aggregate	\$1,000,000
Each Occurrence	\$ 500,000
Personal Injury/Advertising Injury	\$ 500,000
Products Comp/Operations Aggregate	\$ 500,000

9.1.2. The CONTRACTOR'S liability insurance shall include contractual liability coverage sufficient to cover the CONTRACTOR'S indemnification obligations under this CONTRACT. The CONTRACTOR agrees to pay on behalf of TAMPA BAY WATER, and to provide and pay for a defense for all claims covered by the CONTRACTOR'S obligations under the indemnification provisions.

9.2. Excess or Umbrella Liability

9.2.1. Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

9.3. Automobile Liability

9.3.1. Coverage shall be maintained as to the business use of all its owned, non-owned, leased or hired vehicles with limits of not less than: Bodily Injury & Property Damage Liability \$500,000, Combined Single Limit Each Accident.

9.3.2. If CONTRACTOR has no owned autos, a letter from the CONTRACTOR so stating must be included with the certificates of insurance.

## 10.0 WORKERS COMPENSATION COVERAGE

10.1. CONTRACTOR shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by Florida statutes. As of the date of this CONTRACT, these statutes require employers liability limits of at least \$100,000 each accident and \$100,000 each employee, \$500,000 policy limit for disease.

10.2. TAMPA BAY WATER requires CONTRACTOR employers to purchase workers' compensation insurance for all their employees and sub-contractors regardless of the number of employees they have and regardless of any other exemptions. Florida law permits employers who may be exempt from purchase of coverage to waive their exemptions and purchase the coverage. TAMPA BAY WATER will expect CONTRACTOR to purchase said coverage.

10.3. CONTRACTOR shall also purchase any other coverages required by law for the benefit of employees.

## 11.0 CERTIFICATES OF INSURANCE

11.1. Required insurance shall be documented in the certificates of insurance which provide that TAMPA BAY WATER shall be notified by certified mail at least 30 days in advance of cancellation, non-renewal or adverse change.

11.2. New certificates of insurance are to be provided to TAMPA BAY WATER on the TAMPA BAY WATER CERTIFICATE OF INSURANCE form at least 15 days prior to coverage renewals.

11.3. If requested by TAMPA BAY WATER, the CONTRACTOR shall furnish complete copies of the CONTRACTOR'S insurance policies, forms and endorsements.

11.4. For Commercial General Liability coverage, the CONTRACTOR shall, at the option of TAMPA BAY WATER, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

- 11.5. Receipt of certificates or other documentation of insurance or policies or copies of policies by TAMPA BAY WATER, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements herein.
- 11.6. Before providing services, CONTRACTOR shall provide TAMPA BAY WATER with an acceptable certificate of insurance on the TAMPA BAY WATER CERTIFICATE OF INSURANCE form included herein. Only certificates of insurance provided on TAMPA BAY WATER CERTIFICATE OF INSURANCE form will be accepted.

12.0 INSURANCE OF THE CONTRACTOR PRIMARY

- 12.1. Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and the insurance of TAMPA BAY WATER shall be considered excess, as may be applicable to claims which arise out of the hold harmless, payment on behalf of TAMPA BAY WATER, insurance, additional insurance and certificates of insurance provisions of this CONTRACT.

13.0 LOSS CONTROL/SAFETY

- 13.1. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.
- 13.2. TAMPA BAY WATER may order GOODS AND/OR SERVICES to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to TAMPA BAY WATER.

14.0 MISCELLANEOUS PROVISIONS

- 14.1. CONTRACTOR shall provide GOODS AND/OR SERVICES under this CONTRACT as an independent contractor. CONTRACTOR shall not be considered an agent of TAMPA BAY WATER nor shall CONTRACTOR'S subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the CONTRACTOR be considered agents of TAMPA BAY WATER.
- 14.2. This CONTRACT shall constitute the entire agreement between the parties hereto and this CONTRACT shall not be amended or modified except in writing executed by both parties hereto.

- 14.3. This CONTRACT shall be governed by and construed under the laws of the State of Florida.
- 14.4. Venue for any action arising under this CONTRACT shall lie in Pinellas County, Florida.
- 14.5. Any notices or other writings permitted or required to be delivered as described and required under the provisions of this CONTRACT shall be delivered by sending the notice by certified mail, return receipt requested, and addressed as follows:

If to TAMPA BAY WATER:

TAMPA BAY WATER  
2575 Enterprise Road  
Clearwater, Florida 33763-1102

Attention: \_\_\_\_\_

If to the CONTRACTOR:

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

Attention: \_\_\_\_\_

- 14.6. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list.
- 14.7. Pursuant to Subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or

reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

[THIS SECTION LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto, have caused these presents to be executed by their duly qualified representatives on the day and year first written above.

WITNESS:

\_\_\_\_\_  
(Firm Name)

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

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

\_\_\_\_\_  
Name

(SEAL)

ATTEST:

TAMPA BAY WATER, A Regional  
Water Supply Authority

\_\_\_\_\_  
Secretary

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

Its: \_\_\_\_\_

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

APPROVED AS TO FORM:

(SEAL)

\_\_\_\_\_  
Office of General Counsel

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[Version 09-13-11]

**FLORIDA PERFORMANCE BOND**

Know all men by these presents:

That \_\_\_\_\_, a \_\_\_\_\_,  
(corporation, individual, partnership) of the State of \_\_\_\_\_, as principal,  
(hereafter called the "CONTRACTOR") and \_\_\_\_\_, a corporation of  
the State of \_\_\_\_\_, as surety (hereinafter called the "SURETY"), are held and firmly  
bound unto TAMPA BAY WATER, A Regional Water Supply Authority, a public agency of the  
State of Florida, as obligee (hereinafter called "TAMPA BAY WATER"), in the amount of  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United  
States of America for the payment of which the CONTRACTOR and the SURETY hereby bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly  
by these presents.

**WHEREAS**, the CONTRACTOR has by written agreement dated the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_, entered into a contract with TAMPA BAY WATER for  
\_\_\_\_\_, **Project No.:** \_\_\_\_\_,  
(the "CONTRACT") in accordance with the SPECIFICATIONS prepared by  
\_\_\_\_\_

(hereinafter called the "ENGINEER").

**Now, therefore, the conditions of this obligation are such that:**

- A. If the CONTRACTOR shall promptly and faithfully perform said CONTRACT; and if the CONTRACTOR shall fully indemnify and save harmless TAMPA BAY WATER and its consultants, and each of their directors, agents and employees, and the ENGINEER and its consultants, and each of their directors, agents and employees, from any and all costs and damages which they may suffer by reason of the CONTRACTOR'S failure to do so; and if

the CONTRACTOR shall pay TAMPA BAY WATER for all losses, damages, expenses, costs, delay damages, attorneys' and legal assistant's fees, including appellate and bankruptcy proceedings, that TAMPA BAY WATER sustains because of any default by the CONTRACTOR under the CONTRACT; and if the CONTRACTOR performs the guarantee and warrantee of all work under the CONTRACT for the warranty period specified in the CONTRACT; then this obligation shall be void; otherwise it shall remain in full force and effect.

B. Whenever the CONTRACTOR shall be, and is declared by TAMPA BAY WATER to be in default under the CONTRACT, TAMPA BAY WATER having performed TAMPA BAY WATER'S obligations thereunder, the SURETY shall promptly remedy the default, as set forth below and at the sole option of TAMPA BAY WATER, by promptly:

- (1) Completing the CONTRACT in accordance with its terms and conditions and paying TAMPA BAY WATER all of its losses, damages, costs and attorneys' and legal assistants' fees, whether at trial, on appeal or in bankruptcy, that TAMPA BAY WATER sustains because of any default by Principal under the CONTRACT, including, but not limited to, all delay damages, whether liquidated or actual. In the event SURETY takes over and completes the CONTRACT, then in such event it shall be entitled to receive the balance of the CONTRACT PRICE, as defined in sub-paragraph 2 below; or
- (2) Indemnifying TAMPA BAY WATER from all of its damages, expenses, costs, delay damages, attorneys' and legal assistant's fees, including appellate and bankruptcy proceedings, that TAMPA BAY WATER has incurred, suffered or sustained as a result of TAMPA BAY WATER'S completion of the CONTRACT or the Principal's default under the CONTRACT, less the remaining unpaid balance of the CONTRACT PRICE, if any. The term "balance of the CONTRACT PRICE", as used in this Performance Bond, shall mean the total amount payable by TAMPA BAY WATER to the CONTRACTOR under the CONTRACT and any amendments thereto, less the amount previously paid by TAMPA BAY WATER to the CONTRACTOR.

C. It is further stipulated, understood and agreed that:

- (1) Any changes in or under the CONTRACT, regardless of scope or amount, or any documents incident thereto, or the compliance or noncompliance with any formalities in connection with the CONTRACT or the changes does not affect the SURETY'S obligations under this FLORIDA PERFORMANCE BOND ("BOND").
- (2) The SURETY, for value received, hereby stipulates and agrees that no change in the CONTRACT time or the CONTRACT PRICE, alteration of or addition to the terms of the CONTRACT or to the work to be performed thereunder shall in any way affect its obligations under this BOND. The SURETY hereby waives notice of any

such changes in the CONTRACT time or the CONTRACT PRICE, alterations of or addition to the terms of the CONTRACT or to the work to be performed thereunder.

- (3) This obligation shall cover the correction period and any guarantees or warranties as required by the CONTRACT or such longer period as may be prescribed by law or by any special guarantee required by the CONTRACT.
- (4) Any suit under this BOND must be instituted before the expiration of five (5) years from the date on which final payment under the CONTRACT is made.
- (5) This BOND exceeds the minimal requirements of 255.05, Florida Statutes, but is otherwise intended to comply with such minimal provisions. To the extent applicable, if any, the Notice and time limitations of Section 255.05 (2), Florida Statutes, are incorporated herein by reference. No right of action shall accrue on this Bond to or for the use of any person or entity other than TAMPA BAY WATER and its administrators, successors or assigns.
- (6) It is further agreed and understood that if TAMPA BAY WATER is required to initiate legal proceedings to recover on this BOND, TAMPA BAY WATER may also recover its costs related thereto, including a reasonable amount for its attorney's fees, legal assistants' fees before trial, at trial, on appeal, and in bankruptcy.
- (7) Any claim under this BOND may be addressed to:

Name, address and telephone number of SURETY

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Name address and telephone number for agent or representative in Florida, if different from above

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**Witnesses (If Individual)**

**CONTRACTOR:** (Print Full Name)

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

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

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

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

**Witnesses (If Individual)**

**SURETY Company: (Print Full Name)**

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

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

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

Florida Agent and Attorney-in-Fact

**Important** - Surety companies executing the Florida Performance Bond must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. The SURETY represents and warrants to TAMPA BAY WATER that it has a Best's Key Rating Guide General Policyholder's Rating of "\_\_\_\_\_" and Financial Category of "Class \_\_\_\_\_."

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as the CONTRACTOR in the foregoing FLORIDA PERFORMANCE BOND (“BOND”); that \_\_\_\_\_, who signed the BOND on behalf of the CONTRACTOR, was then \_\_\_\_\_ of said corporation; that I know his signature thereto is genuine; and that the BOND was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

\_\_\_\_\_

as Secretary of

\_\_\_\_\_

(Name of Corporation)

(Corporate Seal)

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

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

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared \_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_ as identification, who being by me first duly sworn upon oath, says that he/she is the attorney-in-fact for the \_\_\_\_\_ and that he/she has been authorized by \_\_\_\_\_ to execute the BOND on behalf of the CONTRACTOR named therein in favor of TAMPA BAY WATER.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

Bonded by: \_\_\_\_\_

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

**255.05 PUBLIC PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_ as Principal, located at \_\_\_\_\_ (Business Address) and \_\_\_\_\_ as Surety, located at \_\_\_\_\_ (Business Address) are held and firmly bound to the TAMPA BAY WATER, A Regional Water Supply Authority 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 \_\_\_\_\_, **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. 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; and
2. Pays Obligee all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings that Obligee sustains because of default by the Principal under paragraph 1 of this bond;

then this bond is void; otherwise it remains in full force.

**BE IT FURTHER KNOWN:**

1. Any changes, regardless of scope or amount, 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.

2. 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 anyway 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.
3. This Payment Bond is a statutory payment bond and is not intended to be a common law Payment Bond. This Payment Bond is issued in compliance with the terms and conditions set forth in Florida Statute 255.05. The Notice and time limitations of Florida Statute 255.05 (2) are also expressly incorporated herein by reference and made a part hereof. Any action instituted by a claimant under this bond must in accordance with the Notice and Time limitations contained in Florida Statute 255.05 (2).

In no event shall 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 such 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 undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

**PRINCIPAL:**

\_\_\_\_\_  
 Witnesses as to Principal

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Its: \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

ATTEST:

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

\_\_\_\_\_  
\_\_\_\_\_  
Witness

SURETY:

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

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

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

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

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

**OR**

\_\_\_\_\_  
Florida Resident Agent and As Attorney in Fact

\_\_\_\_\_  
(Attach Power of Attorney)

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

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

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

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as the \_\_\_\_\_, of the above named 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)

Name: \_\_\_\_\_

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

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

Serial No., If Any: \_\_\_\_\_

**255.05 Public Payment Bond**

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as the CONTRACTOR in the foregoing 255.05 PUBLIC PAYMENT BOND (“BOND”); that \_\_\_\_\_, who signed the BOND on behalf of the CONTRACTOR, was then \_\_\_\_\_ of said corporation; that I know his signature thereto is genuine; and that the BOND was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

\_\_\_\_\_ as Secretary of  
\_\_\_\_\_ (Name of Corporation)  
(Corporate Seal)

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

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared \_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_ as identification, who being by me first duly sworn upon oath, says that he/she is the authorized representative or attorney-in-fact for the \_\_\_\_\_ and that he/she has been authorized by \_\_\_\_\_ to execute the BOND on behalf of the CONTRACTOR named therein in favor of TAMPA BAY WATER.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\_\_\_\_\_  
Bonded by: \_\_\_\_\_

## TAMPA BAY WATER CERTIFICATE OF INSURANCE or APPROVED ACORD FORM



2575 Enterprise Road  
 Clearwater, Florida 33763-1102  
 Phone: 727.796.2355  
 Fax: 727.791.2388  
 Suncom: 513.7010  
 www.tampabaywater.org

Issue Date: \_\_\_\_\_ Contract Number: \_\_\_\_\_

CANCELLATION: Should any of the below described policies be cancelled, non-renewed or adversely changed before the expiration date thereof, the issuing company will provide 30 days written notice to **TAMPA BAY WATER** by certified mail.

Producer: \_\_\_\_\_ Insured: \_\_\_\_\_

Companies Affording Coverage: \_\_\_\_\_ Best Rating/Class: \_\_\_\_\_

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

D. \_\_\_\_\_

COVERAGES: This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated.

Co. Letter	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPIR. DATE	LIMITS		
					ALL LIMITS IN THOUSANDS		
					EACH OCCURRENCE	AGGREGATE	
	General Liability <input type="checkbox"/> Commercial Form <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises Operations <input type="checkbox"/> Explosion, Collapse, Underground Hazard <input type="checkbox"/> Products/Completed Operations Hazard <input type="checkbox"/> Contractual Insurance <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractor <input type="checkbox"/> Personal Injury				BI & PD Combined \$ \$ Bodily Injury \$ \$ Property Damage \$ \$ Products Comp/OP \$ \$ Personal & Adv. Injury \$ \$ * Separate Project Agg. For TAMPA BAY WATER \$		
	Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit \$ Bodily Injury (Per Person) \$ Property Damage \$		
	Umbrella/Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Excess Form <input type="checkbox"/> Following Form Coverage				Each Occurrence \$ Aggregate \$		
	Workers' Compensation and Employers' Liability				<input type="checkbox"/> Statutory Coverage Limit \$ EL Each Accident \$ EL Disease Policy Limit \$ EL Disease Each Employee \$		
	Professional Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence Retro Date:				\$ \$		
	Builder's Risk <input type="checkbox"/> All Risk                      Permission to Occupy <input type="checkbox"/> All Owner's Contractors, Subcontractors' Interests Covered <input type="checkbox"/> Installation Floater				\$ \$		
	Other						

Description of Operations/Locations/Vehicle/Special Items:

\* Specific Project or Location:

**CERTIFICATE HOLDER and ADDITIONAL INSURED**

TAMPA BAY WATER, its Consultants, Subsidiaries or Affiliates and each of TAMPA BAY WATER's Directors, Officers, Employees, Representatives, Agents or Volunteers.

Authorized Representative: \_\_\_\_\_  
 (Signature required)

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

THIS IS TO FURTHER CERTIFY THAT:

1. The company issuing the General Liability Coverage hereby agrees to waive any right of subrogation it may acquire against TAMPA BAY WATER, its engineers, its consultants, and all other parties named as insured by reason of any payment made on account of personal injury, bodily injury, including death resulting therefrom, sustained by any employee of the insured or property damage arising out of the performance or furnishing of work under the above referenced contract.
2. Each of the above described policies contains a provision or endorsement that the coverage afforded will not be canceled, adversely changed or non-renewed until at least thirty (30) days prior written notice has been given to TAMPA BAY WATER by certified mail.
3. Each of the above listed companies hereby agrees to deliver to TAMPA BAY WATER new Certificate(s) of Insurance at least fifteen (15) days prior to coverage renewals or binder within such period and a certificate within fifteen (15) days thereafter.
4. If requested, each of the above listed companies hereby agrees to deliver two (2) copies of the policies purchased by the Agent to TAMPA BAY WATER.
5. Each of the above listed companies is authorized to do business and has an agent for service of process in Florida and has an "A" policy holders rating and a financial rating of at least Class VIII in accordance with the most current Best's rating. For self-insurance funds, financial statements are to be provided if requested by TAMPA BAY WATER. (at TAMPA BAY WATER's option, a Best's rating or financial information regarding any self-insurance funds may be waived.)



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## GENERAL CONTRACT CONDITIONS

Non-Construction

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### 1. Definitions

The following definitions are applicable to this CONTRACT:

- (a) "Day" means calendar days, unless otherwise stated.
- (b) "Assignment" means and includes Orders placed for the supply and delivery of Goods, and Tasks for the performance of Services.

### 2. Priority

In resolving inconsistencies among two or more sections of the CONTRACT, the CONTRACTOR shall be obliged to comply with the more costly or stringent requirement as determined by TAMPA BAY WATER in its sole discretion.

Inconsistencies shall otherwise be determined by order with the first listed controlling the following in the event of a conflict:

- (a) CONTRACT
- (b) SPECIFICATIONS
- (c) SUPPLEMENTARY CONDITIONS
- (d) GENERAL CONTRACT CONDITIONS
- (e) EXHIBITS

### 3. Change Orders

(a) TAMPA BAY WATER may at anytime, by written order, and without notice to the sureties, if any, make changes within the general scope of the CONTRACT in the services to be performed or supplies to be delivered.

(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the CONTRACT, or the time required for performance of any part of the good and/or services under the CONTRACT, whether or not changed by the order, or otherwise affects the conditions of the CONTRACT, TAMPA BAY WATER shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the CONTRACT accordingly.

(c) The CONTRACTOR must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if TAMPA BAY WATER decides that the facts justify it, TAMPA BAY WATER may receive and act upon a proposal submitted before final payment of the CONTRACT.

(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the CONTRACTOR from proceeding with the CONTRACT as changed.

(e) No services for which an additional cost or fee will be charged by the CONTRACTOR shall be furnished without the prior written consent of TAMPA BAY WATER.

#### **4. Disputes**

(a) All disputes arising under or relating to the CONTRACT, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the CONTRACTOR shall be made in writing and submitted to TAMPA BAY WATER. A claim by TAMPA BAY WATER against the CONTRACTOR shall be subject to a written decision by TAMPA BAY WATER.

(c) TAMPA BAY WATER shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the CONTRACTOR, within 30 days after receipt of TAMPA BAY WATER's decision, shall notify TAMPA BAY WATER in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the CONTRACTOR has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against TAMPA BAY WATER not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the CONTRACTOR has had a reasonable time to respond to a written request by TAMPA BAY WATER that it submit a final voucher and release, whichever is earlier, then TAMPA BAY WATER's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The CONTRACTOR shall proceed diligently with performance of the CONTRACT, pending final resolution of any request for relief, claim, appeal, or action arising under the CONTRACT, and comply with any decision of TAMPA BAY WATER.

#### **5. Termination for Convenience and Default**

(a) TAMPA BAY WATER may terminate the CONTRACT in whole, or from time to time in part, for TAMPA BAY WATER's convenience (without cause) or the failure of the CONTRACTOR to fulfill the CONTRACT obligations (default). TAMPA BAY WATER shall terminate by delivering to the CONTRACTOR a written notice of termination specifying the nature,

extent, and effective date of the termination. Upon receipt of the notice, the CONTRACTOR shall: (i) immediately discontinue all services affected (unless the notice directs otherwise), and (ii) deliver to TAMPA BAY WATER all information, reports, papers, and other materials accumulated or generated in performing the CONTRACT, whether completed or in process.

(b) If the termination is for the convenience (without cause) of TAMPA BAY WATER, TAMPA BAY WATER shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its obligations under the CONTRACT (default), TAMPA BAY WATER may (i) require the CONTRACTOR to deliver to it, in the manner and to the extent directed by TAMPA BAY WATER, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause; (ii) take over the good and/or services under the CONTRACT and prosecute the same to completion by contract or otherwise, and the CONTRACTOR shall be liable for any additional cost incurred by TAMPA BAY WATER; and (iii) withhold any payments to the CONTRACTOR, for the purpose of set-off or partial payment, as the case may be, of amounts owed TAMPA BAY WATER by the CONTRACTOR.

(d) If, after termination for failure to fulfill the CONTRACT obligations (default), it is determined that the CONTRACTOR had not failed, the termination shall be deemed to have been effected for the convenience of TAMPA BAY WATER, and the CONTRACTOR shall be entitled to payment as described in paragraph (b) above.

(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

## **6. Assignment of Contract**

The CONTRACTOR shall not assign or transfer any interest in the CONTRACT; except that claims for monies due or to become due from TAMPA BAY WATER under the CONTRACT may be assigned to a bank, trust company, or other financial institution. If the CONTRACTOR is a partnership, the CONTRACT shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by TAMPA BAY WATER.

## **7. Certificate and Release**

Prior to final payment under the CONTRACT, or prior to settlement upon termination of the CONTRACT, and as a condition precedent thereto, the CONTRACTOR shall execute and deliver to TAMPA BAY WATER a certificate and release, in a form acceptable to TAMPA BAY WATER, of all claims against TAMPA BAY WATER by the CONTRACTOR under and by virtue of the CONTRACT, other than such claims, if any, as may be specifically excepted by the CONTRACTOR in stated amounts set forth therein.

## **8. Organizational Conflicts of Interest**

(a) The CONTRACTOR warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of good and/or services under the CONTRACT and the CONTRACTOR's organizational, financial, contractual or other interests are such that:

(i) Award of the CONTRACT may result in an unfair competitive advantage;  
or

(ii) The CONTRACTOR 's objectivity in performing the good and/or services under the CONTRACT may be impaired.

(b) The CONTRACTOR agrees that if after award it discovers an organizational conflict of interest with respect to the CONTRACT or any task/delivery order under the CONTRACT, the CONTRACTOR shall make an immediate and full disclosure in writing to TAMPA BAY WATER which shall include a description of the action which the CONTRACTOR has taken or intends to take to eliminate or neutralize the conflict. TAMPA BAY WATER may, however, terminate the CONTRACT or task/delivery order for the convenience of TAMPA BAY WATER if it would be in the best interest of TAMPA BAY WATER.

(c) In the event the CONTRACTOR was aware of an organizational conflict of interest before the award of the CONTRACT and intentionally did not disclose the conflict to TAMPA BAY WATER, TAMPA BAY WATER may terminate the CONTRACT for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the GOODS AND/OR SERVICES provided by the CONTRACTOR. The CONTRACTOR shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

## **9. Inspection and Acceptance**

(a) Unless otherwise provided by warranty conditions, TAMPA BAY WATER has the right to review, require correction, if necessary, and accept the GOODS AND/OR SERVICES produced by the CONTRACTOR. Such review(s) shall be carried out within 30 days so as to not impede the GOODS AND/OR SERVICES of the CONTRACTOR. Any product of GOODS AND/OR SERVICES shall be deemed accepted as submitted if TAMPA BAY WATER does not issue written comments and/or require corrections within 30 days from the date of receipt of such product from the CONTRACTOR.

(b) The CONTRACTOR shall make any required corrections promptly at no additional charge and return a revised copy of the product to TAMPA BAY WATER within 7 days of notification or a later date if extended by TAMPA BAY WATER.

(c) Failure by the CONTRACTOR to proceed with reasonable promptness to make necessary corrections shall be a default. If the CONTRACTOR's submission of corrected GOODS AND/OR SERVICES remains unacceptable, TAMPA BAY WATER may terminate the CONTRACT (or the task order involved) or reduce the CONTRACT price or cost to reflect the reduced value of services received.

#### **10. Rights In Data (Ownership and Proprietary Interest).**

TAMPA BAY WATER shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by CONTRACTOR pursuant to the terms of the CONTRACT, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the CONTRACT.

#### **11. Dissemination or Disclosure of Information**

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by TAMPA BAY WATER.

#### **12. Contractor's Status**

It is understood that the CONTRACTOR is an independent contractor and is not to be considered an employee of TAMPA BAY WATER, or assume any right, privilege or duties of an employee, and shall save harmless TAMPA BAY WATER and its employees from claims suits, actions and costs of every description resulting from the CONTRACTOR's activities on behalf of TAMPA BAY WATER in connection with the CONTRACT.

#### **13. Other Contractors**

TAMPA BAY WATER may undertake or award other contracts for additional work at or near the site(s) of the GOODS AND/OR SERVICES under the CONTRACT. The CONTRACTOR shall fully cooperate with the other contractors and with TAMPA BAY WATER and TAMPA BAY WATER's employees and shall carefully adapt scheduling and performing the GOODS AND/OR SERVICES under the CONTRACT to accommodate the additional work, heeding any direction that may be provided by TAMPA BAY WATER. The CONTRACTOR shall not commit or permit any act that will interfere with the performance of work by any other contractor or TAMPA BAY WATER's employee.

#### **14. Liens**

The CONTRACTOR is prohibited from placing a lien on TAMPA BAY WATER's property. This prohibition shall apply to all subcontractors.

## **15. Equal Opportunity**

(a) At all times during the performance of the GOODS AND/OR SERVICES under the CONTRACT, the CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964, and the Florida Civil Rights Act of 1992. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap, or marital status. The CONTRACTOR shall take affirmative action to ensure that employment applications are used and that employees are treated without regard to their race, color, religion, sex, national origin, age, handicap or marital status for employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth, the provisions of this non-discrimination clause.

(b) The CONTRACTOR shall state in all solicitations or advertisements for employment placed by or on behalf of the CONTRACTOR that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap, or marital status.

## **16. Taxes and Charges**

The CONTRACTOR, shall pay any and all sales and use taxes and all withholding taxes, whether State or Federal, and pay all Social Security charges and also all State Unemployment Compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, fees, or sums whatsoever, which are now required to be paid or withheld under any laws, unless otherwise modified in the SUPPLEMENTAL GENERAL CONDITIONS.

## **17. Responsibility of Contractor to Act in Emergency**

In case of an emergency which threatens loss or injury to persons or property, the CONTRACTOR shall take appropriate remedial action, without previous instructions from TAMPA BAY WATER, as the situation may warrant, and immediately provide notice to TAMPA BAY WATER of its action. Any claim for compensation by the CONTRACTOR, together with substantiating documentation in regard to expense caused by emergency acts, shall be submitted to TAMPA BAY WATER and the amount of compensation if any, shall be determined by mutual agreement.

## **18. Cost Substantiation**

Any cost reasonably incurred by the CONTRACTOR which is directly chargeable in whole or in part to TAMPA BAY WATER under the CONTRACT shall be subject to the cost substantiation. Accordingly, the CONTRACTOR shall deliver to TAMPA BAY WATER a certificate signed by the CONTRACTOR's financial officer for the CONTRACT, setting forth the amount of such cost and the provisions of the CONTRACT under which such cost is properly

chargeable to TAMPA BAY WATER, stating that such cost is a fair market price for the service or materials to be supplied and that such services and materials are reasonably required pursuant to the CONTRACT, and accompanied by copies of such documentation as shall be necessary to reasonably demonstrate that the cost, as to which cost substantiation is required, has been paid or incurred. Such documentation shall include reasonably detailed information concerning: (i) all subcontracts; (ii) the amount and character of materials furnished, the persons from whom purchased, the amounts payable therefore and related delivery and transportation costs and any sales or personal property taxes, if any; (iii) a statement of the equipment used and any rental payable therefor; (iv) the CONTRACTOR employee and consultant hours, duties, wages, salaries, fees, benefits, assessments, taxes and premiums; and (v) any of the CONTRACTOR expenses that are chargeable to TAMPA BAY WATER pursuant to the CONTRACT. The CONTRACTOR's entitlement to reimbursement of costs shall be calculated in accordance with and subject to the limitations set forth in the CONTRACT.

[Version 09-13-11]

**SUPPLEMENTARY CONDITIONS**

## **SPECIFICATIONS**

**EXHIBITS**

**REMOVE THIS PAGE AND INSERT ANY PAGES SUBMITTED BY CONTRACTOR HERE.  
IF THERE ARE NO EXHIBITS, REMOVE THIS PAGE AND ADJUST TABLE OF CONTENTS  
TO INDICATE "NONE."**