

## CONSTRUCTION CONTRACT

### Lift Station Project

This Construction Contract (the "**Contract**") is made and entered into as of \_\_\_\_\_, **20** (the "**Effective Date**"), by and between:

**Owner:** Town of Eatonville, a Florida municipality, having its principal offices at \_\_\_\_\_ (the "**Owner**")

and

**Contractor:** \_\_\_\_\_, a \_\_\_\_\_, having its principal offices at \_\_\_\_\_ (the "**Contractor**").

Owner and Contractor may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

---

### ARTICLE 1 – CONTRACT DOCUMENTS

1.1 The Contract Documents consist of this Agreement, all Exhibits and Attachments, the General Conditions, Supplementary Conditions (if any), Technical Specifications, Drawings, Addenda issued prior to execution, and approved Change Orders (collectively, the "**Contract Documents**").

1.2 In the event of conflict, the order of precedence shall be: (1) Change Orders; (2) This Agreement; (3) Supplementary Conditions; (4) General Conditions; (5) Technical Specifications; (6) Drawings.

---

### ARTICLE 2 – SCOPE OF WORK

2.1 Contractor shall furnish all labor, materials, equipment, supervision, permits, fees, and incidentals necessary to construct a complete and fully operational **FDEP-permitted wastewater Lift Station with force main tie-in**, including but not limited to:

- Site preparation, clearing, grading, and earthwork
- Wet well, valve vault, and appurtenance construction
- Submersible pumps, motors, rails, valves, and fittings
- Force main piping, fittings, restrained joints, and tie-in to existing system
- Electrical service, controls, generator interface (if applicable), and SCADA/telemetry integration
- Temporary and permanent bypass pumping to maintain continuous wastewater service
- Testing, start-up, commissioning, and training of Owner personnel
- Site restoration and demobilization

2.2 Contractor shall perform all Work in strict accordance with the approved **Florida Department of Environmental Protection (FDEP) permit**, permit conditions, approved plans, specifications, and applicable regulations.

2.3 Contractor shall coordinate all force main shutdowns, tie-ins, and bypass pumping activities with the Town of Eatonville and shall provide written schedules and contingency plans for approval.

---

### **ARTICLE 3 – CONTRACT TIME**

3.1 **Commencement.** The Work shall commence within \_\_\_\_\_ calendar days after issuance of the Notice to Proceed (NTP).

3.2 **Substantial Completion.** Substantial Completion shall be achieved within \_\_\_\_\_ calendar days after NTP.

3.3 **Final Completion.** Final Completion shall be achieved within \_\_\_\_\_ calendar days after Substantial Completion.

3.4 **Liquidated Damages.** Contractor agrees that time is of the essence. For each calendar day Substantial Completion is delayed beyond the Contract Time, Contractor shall pay Owner liquidated damages in the amount of \$\_\_\_\_\_ **per day**, which the Parties agree is a reasonable estimate of damages and not a penalty.

---

### **ARTICLE 4 – CONTRACT PRICE AND PAYMENT**

4.1 **Lump Sum Contract Price.** Owner shall pay Contractor a firm **Lump Sum** amount of \$\_\_\_\_\_ (the "**Contract Price**") for full performance of the Work described in the Contract Documents, including all labor, materials, equipment, overhead, profit, permits, testing, start-up, and commissioning.

4.2 **No Adjustment for Quantities.** Contractor acknowledges that the Contract Price is not subject to adjustment due to actual quantities differing from estimated quantities.

4.3 **Schedule of Values.** Contractor shall submit a detailed Schedule of Values acceptable to Owner prior to the first Application for Payment.

4.4 **Progress Payments and Retainage.** Owner shall make monthly progress payments based on approved Applications for Payment. Retainage shall be withheld in accordance with Section 255.078, Florida Statutes, and shall not exceed five percent (5%) unless otherwise authorized by law.

4.5 **Final Payment.** Final payment shall be made upon Final Completion, acceptance by Owner, receipt of all closeout documents, FDEP approvals, and release of liens.

---

### **ARTICLE 5 – CHANGES IN THE WORK**

5.1 Owner may order changes in the Work by written Change Order or Construction Change Directive.

5.2 Adjustments to the Contract Price or Contract Time shall be made only by written Change Order executed by both Parties.

---

## **ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES**

6.1 Contractor shall supervise and direct the Work and be solely responsible for construction means, methods, techniques, sequences, and safety.

6.2 Contractor shall obtain and maintain all required licenses and permits.

6.3 Contractor shall comply with all OSHA requirements and maintain a safe job site.

6.4 Contractor shall coordinate with utilities and maintain continuous wastewater service unless otherwise approved.

---

## **ARTICLE 7 – OWNER’S RESPONSIBILITIES**

7.1 Owner shall provide information and approvals reasonably required for the Work.

7.2 Owner shall make payments in accordance with this Contract.

---

## **ARTICLE 8 – SUBCONTRACTORS**

8.1 Contractor may engage subcontractors but shall remain fully responsible for their acts and omissions.

---

## **ARTICLE 9 – INSURANCE AND BONDS**

9.1 **Insurance.** Contractor shall maintain insurance coverage meeting or exceeding the following minimum limits:

- Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit
- Workers’ Compensation: Statutory limits

9.2 **Public Construction Bond.** Contractor shall furnish a Performance Bond and Payment Bond each in the amount of one hundred percent (100%) of the Contract Price in accordance with Section 255.05, Florida Statutes.

---

## **ARTICLE 10 – INDEMNIFICATION**

10.1 Contractor shall indemnify and hold harmless the Town of Eatonville and its officers, employees, and agents from claims, damages, losses, and expenses arising out of the Work, to the extent caused by the negligence or wrongful acts of Contractor or its subcontractors.

---

## **ARTICLE 11 – WARRANTY**

11.1 Contractor warrants that the Work shall be free from defects and in compliance with the Contract Documents for a minimum period of one (1) year from the date of Final Completion, or longer if required by manufacturer warranties or permit conditions.

11.2 Warranties shall include pumps, electrical components, controls, coatings, and force main materials.

---

## **ARTICLE 12 – TERMINATION AND SUSPENSION**

12.1 **Termination for Cause.** Owner may terminate this Contract for cause upon written notice if Contractor fails to perform in accordance with the Contract Documents.

12.2 **Termination for Convenience.** Owner may terminate this Contract for convenience upon written notice. Contractor shall be entitled to payment for Work properly performed in accordance with Section 255.082, Florida Statutes.

12.3 **Suspension of Work.** Owner may suspend the Work for its convenience or as required by permitting authorities. Contractor shall protect the Work during suspension.

---

## **ARTICLE 13 – DISPUTE RESOLUTION**

13.1 The Parties shall attempt to resolve disputes through good-faith negotiations.

13.2 If unresolved, disputes shall be resolved in accordance with Florida law, with venue in Orange County, Florida.

---

## **ARTICLE 14 – MISCELLANEOUS**

14.0 **Construction Lien Law.** Contractor shall comply with Chapter 713, Florida Statutes. Prior to Final Payment, Contractor shall furnish a Contractor's Final Affidavit, releases of lien, and any other documentation required by Florida law.

14.1 **Governing Law and Venue.**

14.1 **Governing Law and Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal action shall lie exclusively in the state courts located in Orange County, Florida.

14.2 **Public Records (Florida Statutes Chapter 119).** Contractor acknowledges that the Town of Eatonville is subject to the Florida Public Records Law. Contractor agrees to comply with Section 119.0701, Florida Statutes, including but not limited to:

- (a) Keeping and maintaining public records required by the Town to perform the service;
- (b) Providing the public with access to public records on the same terms and conditions that the Town would provide;
- (c) Ensuring public records that are exempt or confidential are not disclosed except as authorized by law; and
- (d) Meeting all requirements for retaining public records and transferring them to the Town upon termination of the Contract.

14.3 **Sovereign Immunity.** Nothing in this Contract shall be construed as a waiver of the Town of Eatonville's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

14.4 **E-Verify.** Contractor shall comply with Section 448.095, Florida Statutes, and shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor shall require its subcontractors to do the same.

14.5 **Scrutinized Companies.** Contractor certifies compliance with Sections 215.4725, 215.473, and 287.135, Florida Statutes, regarding scrutinized companies that have business operations in Sudan, Iran, or Syria, and regarding companies that boycott Israel.

14.6 **Drug-Free Workplace.** Contractor shall comply with Section 287.087, Florida Statutes, if claiming a drug-free workplace preference.

14.7 **Local Business and Minority Participation.** To the extent applicable, Contractor shall comply with any Town of Eatonville ordinances or policies regarding local business participation, small business enterprises, or minority/women-owned business participation.

14.8 **Prevailing Wage / Davis-Bacon (If Applicable).** If the Project is funded in whole or in part by state or federal funds requiring prevailing wage compliance, Contractor shall comply with all applicable wage rate requirements.

14.9 **Cone of Silence.** Contractor acknowledges compliance with any applicable Cone of Silence ordinance adopted by the Town of Eatonville during the procurement process.

14.10 **Severability.** If any provision of this Contract is held invalid or unenforceable, the remainder of the Contract shall remain in full force and effect.

14.11 **No Third-Party Beneficiaries.** This Contract is for the sole benefit of the Parties and does not create rights in any third party.

14.12 **Entire Agreement.** This Contract constitutes the entire agreement between the Parties and supersedes all prior negotiations or agreements.

---

## **SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date first written above.

**OWNER:** Town of Eatonville

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Date: \_\_\_\_\_

---

**EXHIBIT A – SCOPE OF WORK (Detailed)**

**EXHIBIT B – DRAWINGS AND SPECIFICATIONS**

**EXHIBIT C – SCHEDULE OF VALUES**

**EXHIBIT D – INSURANCE REQUIREMENTS**