



**Marion County Board of County Commissioners
Procurement Services Department
2631 SE Third St
Ocala, FL 34471**

(352) 671-8444 (main)
(352) 671-8451 (fax)

Procurement@MarionFL.org (general e-mailbox)

BID: 23B-002: Unit 16 Water and Sewer Extensions

LAST DAY FOR QUESTIONS: November 29, 2022, 12:00PM

DUE DATE: December 8, 2022, 3:30PM

TERM: SC = 210 calendar days; FC = 30 calendar days

BUDGET: \$4,529,153.

** Funding Source: American Rescue Plan Act (ARPA) & CDBG

* Davis Bacon Requirements Apply

SUMMARY OF SCOPE: Marion County Utilities is seeking bids from qualified contractors for a Septic to Sewer project in Silver Springs Shores. The project includes 120 parcels with 66 improved and will require construction of a sewer collection system, associated sewer and water system expansion and septic tank abandonment.

NON-MANDATORY PRE-BID: November 17, 2022 10:30:00AM

LOCATION: Procurement Services Department, Large Conference Room

Marion County Procurement Services will continue to offer all formal bid openings and Selection Committee Meetings via videoconference on WebEx, and most Pre-Bid/Pre-Award Meetings via teleconference, until further notice.

**Please note that this information may change at any time and with very little notice.

For questions relating to this bid, contact: Shari Chinevere | shari.chinevere@marionfl.org

Contractors who receive this bid from sources other than Marion County or DemandStar shall contact Procurement Services *prior to the due date* to ensure any addenda are received in order to submit a responsible and responsive offer. Submitting an incomplete document may deem the offer non-responsive, causing rejection.

ADDENDA ACKNOWLEDGMENT: Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer: **Addenda received (list all) #** _____

Company Name: _____

Printed Name: _____ Title: _____

Primary E-mail address (required): _____

Secondary E-mail address (required): _____

Street Address: _____

Mailing Address (if different): _____

Telephone: (_____) _____ FEIN: _____

Indicate whether your firm accepts Visa for payment award of this contract: (circle) **YES / NO**

By signing this form, I acknowledge I have read and understand, and my firm complies with all General Conditions and requirements set forth herein:

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

DATE SUBMITTED _____

This document must be completed and returned with your Submittal

BID 23B-002 - Unit 16 Water and Sewer Extensions

TABLE OF CONTENTS

Marion County Cover Sheet for Invitation to Bid.....	Page 1
Table of Contents.....	Page 2
Part 1 – Scope of Work.....	Pages 3-18
Bid Form.....	Pages 19-21
Appendix A - Measurement & Payment.....	Pages 22-43
Appendix B – Federal Requirements/CDBG & ARPA Clauses/ Davis Bacon Requirements.....	Pages 44-71
Technical Special Provisions.....	Pages 72-78
Required Documents/Forms..... (Additional documents not included in this section may be required)	Pages 79-82
Part 2 – Intent & General Information.....	Pages 83-87
Part 3 – General Conditions.....	Pages 88-94
Bid Plan Set.....	Separate .pdf file

PRE-BID MEETING SCHEDULED FOR: Thursday, November 17, 2022; 10:30AM

In Person Location: Procurement Services – Large Conf. Room

Teleconference: (352) 671-8801 > Conference Number: 3918 > Access Code: 123456

BID OPENING: Thursday, December 8, 2022; 3:30PM

When it's time, join your Webex meeting here.

[Join meeting](#)

More ways to join:

Join from the meeting link

<https://marioncountyfl.webex.com/marioncountyfl/j.php?MTID=m4325cba054f6b3433ba7b4003dbf03cb>

Join by meeting number

Meeting number (access code): 2302 184 5177

Meeting password: 7E3DwvQGpx4

Tap to join from a mobile device (attendees only)

[+1-415-655-0001,23021845177##](tel:+1-415-655-0001,23021845177##) US Toll

Join by phone

+1-415-655-0001 US Toll

[Global call-in numbers](#)

PART 1-SCOPE OF WORK
BID 23B-002
SILVER SPRINGS SHORES – UNIT 16
WATER AND SEWER EXTENSIONS

1. SCOPE OF WORK

1.1. DESCRIPTION

1.1.1.1. Marion County is soliciting fully licensed and qualified firms to submit bids for the **SILVER SPRINGS SHORES – UNIT 16 WATER AND SEWER EXTENTIONS** project. The project is located in the southeast quadrant of Marion County, Florida. The successful bidder will be responsible for all permits unless stated otherwise within this document and must be licensed by Marion County and State of Florida to perform such work. Project Manager for this project is **Brian P. Bates, P.E.**, Senior Engineer with the Marion County Utilities Department, Construction Manager for this project is **Alejandro Rad**, with the Marion County Utilities Department and the Project Engineer of Record (EOR) for this project is **Davis Dinkins, P.E.** with Davis Dinkins Engineering, P.A. Successful bidder must be licensed for this type of work and must submit a copy of such license upon award of bid. All local codes and State of Florida ADA Code will apply. All work must be done by experienced trades.

1.2. GENERAL

1.2.1.1. The work included in this section is hereby defined as furnishing all labor, equipment and materials, and in performing all operations and procedures necessary for the installation of water main, gate valves, fire hydrants, and any other work in accordance with the specifications itemized below and the following drawings and documents:

1.2.1.2. Silver Springs Shores-Unit 16 Water and Sewer Extensions plans and specifications by Davis Dinkins Engineering, P.A.

1.2.1.3. Part 1 – Scope of Work

1.2.1.4. Part 2 – Bid Form

1.2.1.5. Appendix A – Measurement and Payment

1.2.1.6. Appendix B – Federal /ARPA Requirements (including Davis Bacon)

1.2.1.7. Section 00800 Technical Special Provisions

1.2.1.8. COUNTY to provide: Florida Department of Environmental Protection (FDEP) Permits for:

1.2.1.8.1. Sanitary Sewer Collection/Transmission Permit No.: 0188240-003-DWC/CG

1.2.1.8.2. Potable Water Permit No.: 0019898-075-DS

1.2.1.9. CONTRACTOR to provide:

1.2.1.9.1. Marion County Transportation Department (MCTD) ROW Permit

1.2.1.9.2. Building Permits

1.2.1.9.3. Florida Department of Health (FDOH) Septic Tank Abandonment Permits

1.2.1.9.4. FDEP Well Abandonment Permits

1.2.1.10. Bidders must identify all subcontractors, and the work they will perform for this project, on the Disclosure Form provided in the solicitation documents. It is the County's expectation that any portion of the work not identified under a subcontractor will be self-performed by the Bidder. Written approval must be obtained from the Construction Manager or his designee prior to any changes to subcontractors or their workload/responsibility under this project.

1.2.1.11. Marion County reserves the right to reject any subcontractor based on past performance, location, or any other grounds that may conflict with the best interests of Marion County Board of County Commissioners.

1.3. SPECIFIC SCOPE OF WORK

1.3.1.1. The list of activities shall include but not be limited to:

1.3.1.2. New lift station, water, force & gravity mains with appurtenances as per the drawings.

1.3.1.3. Compliance with maintenance of traffic as per FDOT manual – any and all maintenance of traffic requirements are the responsibility of the contractor.

1.3.1.4. Compliance with permit requirements from FDEP and MCTD.

1.3.1.5. Notifications to residents and property owner association (if applicable).

1.3.1.6. Coordination of shutdown activities and Boil Water Notices (if applicable) with the County representative.

1.3.1.7. Pressure test as required by FDEP permit.

1.3.1.8. Bac-T tests as required by FDEP permit.

1.3.1.9. Geotechnical Reports for all road cuts as required by the MCTD permit.

1.3.1.10. Survey As Built:

1.3.1.10.1. Three sets of As-Built/Record Survey signed and sealed by a Florida Licensed Professional Surveyor and mapper shall be submitted to MCUD prior to final inspection

along with a digital version of the survey and plan set in a format pre-approved by MCUD.

- 1.3.1.10.2. All directional drill boring logs shall be submitted with the as-built survey.
- 1.3.1.10.3. A Star (*) shall indicate assets constructed and/or installed as designed.
- 1.3.1.10.4. A Cloud shall indicate assets that were constructed and/or installed differently than designed. Clouded as-built information shall accompany the strikethroughs.
- 1.3.1.10.5. A Strikethrough shall indicate assets that were not constructed and/or installed. An “X” shall be used to indicate abandoned or removed mains and shall be labeled as “abandoned” or “removed”.
- 1.3.1.10.6. Northing and Easting shall be shown on the as-built plan sheets. When a table is used to show the northing and easting, the table shall be placed within the as-built AutoCAD file.
- 1.3.1.10.7. As-Built Surveys shall be drawn in the Florida State Plane Coordinate System.
- 1.3.1.10.8. NAVD88 and NAD83 coordinates shall be provided for the following:
- 1.3.1.10.9. **Water Mains:**
 - 1.3.1.10.9.1.1. All vertical changes in the water main – surveyor shall shoot the top of pipe and the ground elevation.
 - 1.3.1.10.9.1.2. All fittings, valves, blow-offs, air release valves, and fire hydrants.
 - 1.3.1.10.9.1.3. Fire hydrant coordinates shall include the tee for the connection point on the water main, the valve to the fire hydrant, and the fire hydrant location taken at the top nut of the hydrant.
 - 1.3.1.10.9.1.4. All new water services. Coordinates shall be provided for all meter boxes and taps on the water main.
 - 1.3.1.10.9.1.5. Water Mains shall be surveyed for the top of pipe and the ground elevation at 100-foot intervals. As-Built survey shall indicate the distance from the water main to the right-of-way and/or easement at these locations.
 - 1.3.1.10.9.1.6. All caps and plugs. As-Built survey shall indicate the distance from each cap and/or plug to the nearest valve.
 - 1.3.1.10.9.1.7. Beginning and ending location of all horizontal directional drills.
 - 1.3.1.10.9.1.8. Start of casing, end of casing, and vent locations (including concrete collar) for all jack and bores.

1.3.1.10.9.2. Force Mains:

- 1.3.1.10.9.2.1. All vertical changes in the force main – surveyor shall shoot the top of pipe and the ground elevation.
- 1.3.1.10.9.2.2. All fittings, valves, and air release valves and vaults.
- 1.3.1.10.9.2.3. Force Mains shall be surveyed for the top of pipe and ground elevation at 100-foot intervals. As-Built survey shall indicate the distance from the force main to the right-of-way and/or easement at these locations.
- 1.3.1.10.9.2.4. All caps and plugs. As-Built survey shall indicate the distance from each cap and/or plug to the nearest valve.
- 1.3.1.10.9.2.5. All points of connection for manifolding force mains.
- 1.3.1.10.9.2.6. Beginning and ending location of all horizontal directional drills.
- 1.3.1.10.9.2.7. Start of casing, end of casing, and vent locations (including concrete collar) for all jack and bores.

1.3.1.10.9.3. Gravity Sewer Mains:

- 1.3.1.10.9.3.1. All manholes. As-Built survey shall indicate all invert elevations, location of drop outside of the manhole, ground elevation, bottom of manhole elevation, size of manhole cover, type of manhole (in-line or offset), manhole liner and manufacturer, and location of manhole shot at the center of the ring and cover.
- 1.3.1.10.9.3.2. As-Built shall indicate the slope and size of all gravity sewer lines. This information shall be reflected in the As-Built profiles.
- 1.3.1.10.9.3.3. All new wastewater services, including tap on the gravity main and any fittings (bends) installed on the service. Coordinates, invert elevation, and ground elevation shall be provided for the end of the service lateral.

1.3.1.10.9.4. Wastewater Pump Stations:

- 1.3.1.10.9.4.1. Ground elevation of pump station site.
- 1.3.1.10.9.4.2. All pipes, fittings, valves, air release valves, and on-site flowmeter.
- 1.3.1.10.9.4.3. Wetwell location shot at the center of the wetwell. As-Built shall indicate pipe invert elevations, bottom elevation of the wetwell, odor control stub-out location and invert elevation, beginning and end points of all conduits, property and/or easement corners, and ground elevations. As-built shall note the type of liner installed and the height of the SCADA tower.

- 1.3.1.11. Backfill, re-grade, and sod all disturbed areas to match existing
- 1.3.1.12. Restoration of concrete and asphalt

1.4. GOVERNING SPECIFICATIONS

- 1.4.1.1. All improvements shall be made in accordance with the Marion County Land Development Code and the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (copies of which are available separately), as amended and augmented by these specifications and plans.
- 1.4.1.2. The CONTRACTOR is directed to the fact that the plans are provided for reference. It is the CONTRACTOR'S responsibility to verify all field conditions prior to initiating work.

1.5. SUBMITTALS

- 1.5.1.1. Prior to ordering the materials, CONTRACTOR shall submit to the ENGINEER the manufacturer's most current catalogue sheets and performance specifications for the PVC Pipe, gate valves, air release valves, fittings, restraints, and any other associated appurtenances proposed for use on this project. Any material requiring a submittal that is purchased by the CONTRACTOR prior to receiving the ENGINEER'S approval of that material is at the CONTRACTOR'S own risk.
- 1.5.1.2. Contractor shall provide a minimum of three (3) submittals for review by the ENGINEER. Engineer has 30 calendar days to review and respond to each submittal. Any materials acquired or installed by the CONTRACTOR prior to approval by the ENGINEER, does so at the CONTRACTOR'S sole risk.

1.6. DAILY REPORTS

- 1.6.1.1. The Contractor shall submit daily reports of construction activities and total amount of materials installed. The report shall include the following:
 - 1.6.1.2. Manpower, number of workers by craft.
 - 1.6.1.3. Equipment on the project.
 - 1.6.1.4. Major deliveries.
 - 1.6.1.5. Activities work with reference to the CPM schedule activity numbers.
 - 1.6.1.6. New problems.
 - 1.6.1.7. Material installed and other pertinent information.
 - 1.6.1.8. A similar report shall be submitted for/by each subcontractor.

- 1.6.1.9. The reports shall be submitted to the Construction Manager and Project Manager the following morning via email of the respective report date. Each report shall be signed by the Contractor's Superintendent or Project Manager.

1.7. PROGRESS SCHEDULES

- 1.7.1.1. All work of this Contract shall be scheduled and monitored by the Contractor using the Critical Path Method (CPM). The Contractor shall prepare the schedule for the project a minimum of two (2) weeks before starting any work and shall submit an updated schedule with each monthly pay request. The Contractor will prepare revisions of the schedule to reflect changes in the Contractor's plan of performance or changes in the Work and submit these revisions to the Construction Manager for acceptance.
- 1.7.1.2. The Contractor shall prepare schedules as a time scale logic diagram and bar chart unless otherwise approved by the Construction Manager. Each major and minor portion of work or operation shall be clearly identified and tied by logical sequence to the shop drawing schedule and schedule of values. All schedules shall be prepared and submitted on 11-inch-by-17-inch paper.

1.7.2. SCHEDULE CONTENT

- 1.7.2.1. The Contractor shall show the complete sequence of construction by activity, with dates for beginning and completion of each element of construction and provide sub-schedules to define critical portions of the entire schedule. Schedules shall also show accumulated percentage of completion of each item and total percentage of work completed as of the first day of each month.

1.7.3. REVISIONS TO SCHEDULES

- 1.7.3.1. The Contractor shall indicate the progress of each activity to the date of submittal and the projected completion date of each activity. Revised schedules shall identify activities modified since previous submittal, major changes in scope, and other identifiable changes. The Contractor shall also provide a narrative report to define problem areas, anticipated delays, and impact on schedule. The Contractor shall also report corrective action taken or proposed and its effect, including the effect of schedule changes on other contractors.
- 1.7.3.2. The Contractor acknowledges that free float belongs to the Owner. Free float is the length of time that any activity can be delayed without adversely affecting the start of the activity scheduled to follow immediately after.

1.7.4. RECOVERY SCHEDULE

- 1.7.4.1. If the Contractor fails to achieve the planned progress, as indicated in the approved/updated detailed CPM Schedule, and the Contractor's lack of progress delays the Critical path and/or an intermediate milestone by more than 10 work days (monthly or cumulatively), the Contractor shall submit to the Owner for review and acceptance a proposed Recovery Schedule indicating how the contractor will recover the time lost.

- 1.7.4.2. If the Contractor fails to submit a Recovery Schedule and/or fails to cooperate with the Owner in the Recovery Schedule process, the Owner can immediately order the Contractor to accelerate completion of the late activities which have been delayed by whatever means necessary without any additional costs to the Owner. The Owner can withhold future progress payments until the Contractor's progress is in compliance with the Contract Schedule or until the Owner has approved by Change Order proposed adjustments to the contract milestones, extension of contract time, or modification of the Contract Schedule.

1.8. PROGRESS MEETINGS

- 1.8.1.1. The Owner will organize and conduct a progress meeting at least once a month to discuss the progress of the Work. The Contractor and any subcontractors the Contractor deem necessary shall attend these meetings.

1.9. WORK HOURS

- 1.9.1.1. Regular work hours are hereby defined as 7:30 AM to 4:30 PM, Monday through Friday. Regular work hours do not include Saturday, Sunday, or other Marion County Holidays.
- 1.9.1.2. CONTRACTOR shall limit all work to the regular work hours specified above. Any deviation from these regular work hours requires prior written approval from the ENGINEER. If CONTRACTOR is granted permission to work at times other than regular work hours, **CONTRACTOR shall be responsible for paying for the OWNER'S, INSPECTORS' and ENGINEER'S time expended on the project during that time period for the inspections and oversight.**

1.10. MOBILIZATION/DEMOBILIZATION

- 1.10.1.1. Mobilization shall include obtaining all permits and licenses (including payment of fees), securing insurance and bonds, moving equipment and materials to the Project Site, providing temporary construction electrical power and water supply, installing sanitary facilities for workers, providing a full time superintendent at the Project Site, providing required submittals, establishing a fire protection and safety plan, providing a detailed Critical Path Method schedule to the ENGINEER for approval, and posting of OSHA, Department of Labor, and all other required notices.
- 1.10.1.2. CONTRACTOR shall video all areas where construction will occur noting the condition of existing features in the work areas. CONTRACTOR shall provide a copy to the ENGINEER prior to commencement of work. Video quality shall be sufficient to see details of the existing features. Any video that is out of focus or otherwise unclear shall be reshot at the CONTRACTOR'S expense prior to any construction activities in the area.
- 1.10.1.3. CONTRACTOR shall lay out only the quantity of materials at the work locations that can be installed during that work day. No materials or equipment shall be left at a work location after completion of the workday; such items must be stored during non-work hours at the designated stockpile locations.

1.10.1.4. Upon completion of the work, CONTRACTOR shall demobilize in a timely manner, properly restore all work sites in accordance with these specifications, and remove from the Project Site all equipment, materials, dirt, debris, and other items generated by the CONTRACTOR during the project. Waste materials shall be disposed of off the Project Site at a duly licensed solid waste disposal facility. The CONTRACTOR shall arrange with the appropriate utility for the proper disconnect and service termination for temporary water and electrical supplies.

1.11. RECORDING

1.11.1.1. The Contractor shall record construction information:

1.11.1.2. Record and update daily Record information from field notes and on a set of drawings and to the satisfaction of the Engineer.

1.11.1.3. Provide felt tip marking pens, maintaining separate colors for each major system, for recording information.

1.11.1.4. Record information concurrently (daily) with construction progress. Work shall not be concealed until required information is recorded.

1.12. PERMITS, LICENSES, AND FEES

1.12.1.1. CONTRACTOR is responsible for determining the required permits unless otherwise noted and licenses for prosecution of the work and for obtaining them in a timely manner so that the work proceeds in accordance with the project schedule. The COUNTY will provide FDEP potable water and sanitary sewer construction permits. CONTRACTOR to obtain MCTD ROW Permit to perform work in the right-of-way, Building Permit to perform plumbing on private property, Florida Department of Health (FDOH) Septic Tank Abandonment Permit and FDEP Well Abandonment Permit.

1.12.1.2. CONTRACTOR will be required to coordinate with the County ROW Inspector to schedule an initial ROW inspection as construction begins and a final inspection once all construction is complete and ROW has been restored. If the ROW Inspector disapproves the final ROW inspection, CONTRACTOR is responsible for paying any and all re-inspection fees.

1.12.1.3. CONTRACTOR will be required to provide all the documents necessary for the line clearance including but not limited to successful pressure test reports, successful Bac-T samples, and a certified as-built survey.

1.12.1.4. CONTRACTOR will be required to provide all the documents necessary for final MCTD ROW inspection approval, including but not limited to successful geotechnical test reports for all road cuts.

1.12.1.5. CONTRACTOR is responsible for paying all license application and permit fees as applicable and posting all necessary notices required by permits and licenses.

1.12.1.6. CONTRACTOR is responsible for paying utility connection fees and ongoing service fees for its temporary construction facilities at the project site.

1.12.1.7. CONTRACTOR is responsible for paying fees for utility locating services.

1.13. TRAFFIC

1.13.1.1. CONTRACTOR's vehicles (including personal vehicles of its workers) shall obey all posted speed limits and traffic signs while traversing the Project Site.

1.13.1.2. Under no circumstances shall CONTRACTOR's vehicles (including personal vehicles of its workers), equipment or materials be parked or located in such a manner that blocks or impairs the flow of vehicular or pedestrian traffic on roads and driveways.

1.13.1.3. CONTRACTOR is responsible for maintaining vehicular and pedestrian traffic control as per the latest version of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

1.14. EXISTING PIPE LOCATION

1.14.1.1. CONTRACTOR shall contact Sunshine One Call to request locates of existing utilities prior to initiating any work in a particular area. CONTRACTOR shall be responsible for locating specific pipes as required to complete the work. This will include 'soft-digs' at the anticipated conflict or crossing locations prior to construction and prior to approval or shop drawings.

1.15. PROTECTION OF UTILITIES

1.15.1.1. During the prosecution of the work, CONTRACTOR shall maintain the maximum practical distance between its work and underground and aboveground (e.g. cables, handholes, terminals, access points, transformers, switch boxes, cable TV pedestals and boxes, etc.) utility services and shall avoid any disturbance of these items and their supporting substrate.

1.15.1.2. CONTRACTOR shall be responsible at its own cost for repair and/or replacement of utilities damaged by its work.

1.16. EXCAVATION

1.16.1.1. CONTRACTOR is advised that there are potential conflicts from buried electrical power, gas, telephone, sewer laterals, water service lines, and cable television services. CONTRACTOR shall exercise extreme care when excavating so that contact and/or disturbance with these utilities is avoided.

1.16.1.2. Prior to any excavation work, CONTRACTOR shall notify the utility companies and shall have the respective utilities marked in the field.

- 1.16.1.3. When rock, boulders, clay, or other unsuitable materials are encountered in the trench bottom they shall be removed to a depth of at least twelve inches (12") below the new piping and any other appurtenances pursuant to this work.
- 1.16.1.4. The CONTRACTOR is responsible for the protection of all pavements and improvements within the work area. All damage to pavement and improvements shall be repaired at the CONTRACTOR'S own expense.
- 1.16.1.5. Excavations shall be kept free of water, including rain and runoff, while tubing/pipe is being installed in the excavation. The ends of tubing/pipe shall be kept properly plugged during installation to ensure that the tubing does not accumulate water, dirt, or other debris. All lines shall be flushed prior to placement into service and sampled as per FDEP requirements.

1.17. MATERIALS

- 1.17.1.1. New Water Mains shall be polyvinyl chloride PVC with dimension ratio DR18, and shall comply with AWWA C900 and C905/ASTM D1784/ASTM-3034/ASTM-2241.
- 1.17.1.2. New Force Mains shall be polyvinyl chloride PVC with dimension ration DR18, and shall comply with AWWA C900 and C905/ASTM D3139.
- 1.17.1.3. New Gravity Sewer Pipe shall be polyvinyl chloride PVC with standard dimension ratio SDR26, and shall comply with ASTM D3212/ASTM F477.
- 1.17.1.4. New Plug Valves shall be in conformance with AWWA C517. All plug valves, unless otherwise specified or approved, shall be 100% port. Valves shall be equal to those as manufactured by DeZurik, Milliken, and Val-Matic.
- 1.17.1.5. New Butterfly Valves shall be in conformance with AWWA C504.
- 1.17.1.6. New Swing Check Valves shall be in conformance with AWWA C508. Valves shall be equal to those as manufactured by AVK, Clow, and Mueller.
- 1.17.1.7. New Gate Valves shall be in conformance with AWWA C515. All gate valves, unless otherwise specified or approved, shall be ductile iron body, bronze mounted. Gate valves shall be solid wedge and rubber encapsulated. All gate valves shall be rated for a minimum of 150 psi working pressure. Valves shall be equal to those as manufactured by AVK, American Flow Control, Clow, and Mueller, or Engineer approved equal.
- 1.17.1.8. New Air Release Valves shall be in conformance with AWWA C512. All wastewater Air Release Valves shall be plastic composite or Stainless Steel. Valves shall be equal to those as manufactured by APCO (Water Only), A.R.I., Val-Matic (Water Only), and H-Tec, or Engineer approved equal.
- 1.17.1.9. New Fire Hydrants shall be in conformance with AWWA C502, latest edition. Hydrants shall have a minimum pressure rating of 150 psi and shall be tested at a minimum of 300 psi.

The main valve opening of the hydrant shall be 5 ¼". Hydrants shall open by turning left (counter-clockwise). Hydrants shall be equal to those as manufactured by Clow, Kennedy, Mueller, American Darling, or Engineer approved equal.

- 1.17.1.10. New Stainless-Steel tapping sleeves shall be in conformance with AWWA C223.
- 1.17.1.11. New water service tubing shall be polyethylene (PE) pressure class pipe, 200 psi or greater, and shall conform to AWWA C901 and AWWA C800, latest revision. Acceptable tubing type is Polyethylene PE 3408 Water Tubing, CTS diameter per ASTM D 2737, 200 psi, SDR9, and manufactured according to ASTM D 1248.
- 1.17.1.12. The new wyes (double service) shall be brass angle key branch assemblies with pack joint for plastic tubing inlet, by two meter swivel nut outlets. Service line size shall be one (1") and meter outlet size shall be three-quarter inch (¾"). An acceptable unit is Ford Model FUVB4362WFP or approved equivalent.
- 1.17.1.13. The new curb stop valves for single service shall be an angle key meter valve with a one-inch (1") service line and ¾" meter nut. An acceptable unit is Ford Model KV43-342W or approved equivalent.
- 1.17.1.14. CONTRACTOR shall install new corporation stops equipped with connections compatible with the polyethylene tubing and threaded in accordance with specifications in AWWA C800 and AWWA C901.
- 1.17.1.15. CONTRACTOR shall install new composite plastic meter boxes with cast iron reader lids. The new water meters and new angle valve assemblies shall be placed in a single common meter box. Acceptable replacement meter boxes are a DFW Model DDFW 1200 CIR box and lid (single service); DFW Model DDFW 1500 CIR box and lid (double service); or approved equivalents. As part of the work, the new meter box lid elevation shall be flush with the surrounding ground surface level.
- 1.17.1.16. CONTRACTOR shall install a new 5/8" x 3/4" meter provided by the County on the new service line.
- 1.17.1.17. Refer to the general notes on the drawings, FDOT standards, AWWA standards, FAC standards, and the Land Development Code for material and performance specifications.
- 1.17.1.18. Tubing and Pipes shall be homogeneous throughout; free from voids, cracks, inclusions, and other defects and shall be as uniform as is commercially practical in color, opacity, density, and other physical properties. Surfaces of the tubing shall be free from scratches, gouges, bloom, and other imperfections. Insides of tubing shall be kept free of dirt.
- 1.17.1.19. The OWNER reserves the right to sample and test any tubing after delivery and to reject all tubing represented by any sample that fails to comply with specified requirements. All tubing, pipes, fittings, and other ancillary materials shall be subject to inspection and approval by the ENGINEER after delivery. No broken, cracked, imperfectly coated, or otherwise damaged or unsatisfactory material shall be used. When any defect is discovered,

the defective portion shall not be installed. Defective tubing shall have the defect cut off at least twelve inches (12") from the defect in the non-defective section of the barrel.

1.18. NEW SERVICE CONNECTION AND TUBING INSTALLATION

- 1.18.1.1. Cuts, trenches, or any other disturbance of existing pavement (including driveways) shall be allowed.
- 1.18.1.2. CONTRACTOR shall consider tapping saddles with double stainless-steel straps.
- 1.18.1.3. CONTRACTOR shall install a brass corporation stop and polyethylene tubing to the meter location.
- 1.18.1.4. For each new tubing crossing under roads and driveways, CONTRACTOR shall install a two inch minimum (2") Schedule 40 PVC sleeve by directional bore, missiling, jack and boring, or other approved method. Each end of the sleeve shall extend four feet (4') outward from the edge of pavement. Jetting of the sleeve under the roadway is not an acceptable method of installation.
- 1.18.1.5. Sleeves shall be installed at a minimum depth of thirty-six inches (36") below the bottom of the road base. The sleeve location shall be as close as is practical to the polyethylene tubing.
- 1.18.1.6. Excavations shall be kept free of water, including rain and runoff, while tubing is being installed in the excavation. The ends of tubing shall be kept properly plugged during installation to ensure that the tubing does not accumulate water, dirt, or other debris. All tubing, valves, and ancillary appurtenances in the new service line shall be thoroughly flushed prior to connection to a meter. Meter damage caused by improper construction or flushing shall be paid by the contractor.

1.19. NEW SERVICE LINE CLEANING

- 1.19.1.1. Upon completion of installation of new service tubing and appurtenances and prior to filling any excavation, CONTRACTOR shall connect the new service tubing to the corporation stop. The new service tubing shall remain open at the meter box. The angle valve at the meter box and the valve at the corporation stop shall be opened allowing water to flush the new valves and service tubing. Flush for a period of five (5) minutes while observing outflow (for dirt and debris) and then shut all valves. Connect the new service tubing at the angle valve, connect the angle valve to the meter, and connect the PVC home service pipe to the tailpiece.
- 1.19.1.2. CONTRACTOR shall provide a means of managing line flush water so that the excavation does not become flooded. Flush water shall be discharged to the ground in adjacent road swales. Discharge to property not in right-of-way shall not be allowed.

1.20. NEW SERVICE LINE LEAK INSPECTION

- 1.20.1.1. Prior to filling any excavation and after the new service tubing and appurtenances have been flushed and all connections established, CONTRACTOR shall open all service line valves. CONTRACTOR shall visually inspect all portions of the new service tubing and all valves and connections for leakage.
- 1.20.1.2. CONTRACTOR shall promptly repair any leakage and shall replace defective materials as necessary.

1.21. GRADING, SODDING, AND LANDSCAPING

- 1.21.1.1. After completion of the work including but not limited to successful tests, CONTRACTOR shall fill all trenches, cuts and other excavations with clean soil backfill. Backfill shall be free of rocks, clay, vegetative matter, trash, and debris and shall be compacted to form a stable surface level with the surrounding grade. Backfilled areas shall be compacted and graded manually (e.g. hand raking) so that the finish grade is restored to its pre-construction condition. Depressions, holes, voids, mounds, and cracks shall be removed so that the finished grade matches the surrounding, undisturbed grade.
- 1.21.1.2. Once the proper grade is achieved, CONTRACTOR shall place sod over all graded areas. Sod type shall match the type surrounding the grading area on undisturbed areas and shall completely cover surfaces disturbed by the CONTRACTOR'S work. Sod shall meet the FDOT Standard Specifications for Road and Bridge Construction (Section 570, latest edition).
- 1.21.1.3. Topsoil shall be loosened or scarified to sufficient depth so that sod root zone easily penetrates the topsoil. Sod sections shall be placed so that edges are in close contact and manually compacted in place so that the root zone completely penetrates the substrate topsoil. After proper placement of sod, CONTRACTOR shall be responsible for watering the sod daily (Monday through Friday, holidays excluded) for a period of not less than thirty (30) working days.

1.22. CLEAN-UP AND WASTE DISPOSAL

- 1.22.1.1. During construction, CONTRACTOR shall perform daily cleaning of the work site(s) and adjacent properties and remove waste materials and windblown debris resulting from its construction operations or its worker's personal activities. No excavations shall be left open overnight.
- 1.22.1.2. CONTRACTOR shall perform complete restoration of each work area within twenty-one (21) calendar days from completion of major installation work. The CONTRACTOR may be subject to liquidated damages for any work areas not restored within these prescribed times.

- 1.22.1.3. CONTRACTOR shall provide on-site container(s) for the collection and storage of waste materials, debris, and rubbish. On-site container(s) shall be located at designated temporary building and material stockpile area(s).
- 1.22.1.4. CONTRACTOR shall remove waste materials, debris, and rubbish from on-site container(s) as needed and dispose of it off the Project Site at a duly licensed solid waste disposal facility.
- 1.22.1.5. Prior to final completion, CONTRACTOR shall conduct an inspection of all work areas (including the temporary building(s) and material stockpile area(s)) to verify that those areas are clean and free of trash, rubbish, and debris.

1.23. OPERATION AND MAINTENANCE MANUALS

- 1.23.1.1. CONTRACTOR shall compile product data and related information appropriate for Owner's maintenance and operation of products furnished under the contract.
 - 1.23.1.1.1. Content of manuals:
 - 1.23.1.1.2. Neatly typewritten table of contents for each volume, arranged in a systematic order.
 - 1.23.1.1.3. Contractor contact information, including name of responsible principal, address and telephone number.
 - 1.23.1.1.4. A list of each product required to be included, indexed to the content of the volume.
 - 1.23.1.1.5. Product Data – include only those sheets which are pertinent to the specific product. Data sheets shall be clearly annotated to clearly identify the specific product installed, the data applicable to the project installation. Data not pertinent to the project shall be deleted or struck through.
 - 1.23.1.1.6. List, with each product, the name, address and telephone number of:
 - 1.23.1.1.6.1. Subcontractor or installer.
 - 1.23.1.1.6.2. Maintenance contractor, as appropriate.
 - 1.23.1.1.6.3. Local source of supply for parts and replacements.
 - 1.23.1.1.7. Any supplemental drawings necessary to clearly illustrate relations of component parts of equipment and systems. Coordinate drawings with information in the Project Record Documents to assure correct illustration of completed installations.
 - 1.23.1.1.8. Copy of warranties issued for equipment and products furnished.

1.23.1.1.9. CONTRACTOR shall provide two hard copies and one electronic (PDF format) of the final Operation and Maintenance manuals.

1.24. BASIS OF PAYMENT FOR SERVICES

1.24.1.1. The contractor should submit by the end of each month an invoice in the AIA format broken out in the same line items and sub items that have been defined in Part 2 – Bid Form and Appendix A of the Contract Documents.

1.24.1.2. For compensation specifications, see Appendix A – Measurement and Payment.

1.24.1.3. Five (5) percent of the cost of each invoice will be withheld until final completion of the project. **CONTRACTOR SHALL PROVIDE THE COUNTY WITH FINAL RELEASES OF LIEN (CERTIFIED ORIGINALS) FROM ALL SUBCONTRACTORS AND SUPPLIERS WHEN SUBMITTING THEIR FINAL INVOICE. FAILURE TO PROVIDE THE FINAL RELEASE OF LIEN WILL DELAY PAYMENT OF THE FINAL INVOICE.**

1.25. WARRANTIES

1.25.1.1. CONTRACTOR shall provide Marion County with a one (1) year warranty for all portions of the project. The one (1) year warranty shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components by the manufacturer.

1.25.2. When not specifically identified in the above language, the warranty shall commence upon release of final retainage.

1.25.3. Marion County shall incur no labor, material or equipment cost during the one (1) year warranty period for the repair of any work completed by the CONTRACTOR.

1.26. TIMELINES

1.26.1. All work will commence upon authorization from the County's Representative. All work will proceed in a timely manner without delays. The Contractor shall commence the work upon the issuance of Notice to Proceed from Procurement Services and shall achieve Substantial Completion of the work no later than two hundred and ten (210) calendar days. An additional thirty (30) days shall be allowed for Final Completion.

1.26.2. Contractor shall request a Substantial Completion walkthrough with the Owner, Engineer, and Inspector. A satisfactory inspection is required prior to the Contractor being granted Substantial Completion.

1.26.3. Contractor shall request a Final Completion walkthrough with the Owner, Engineer, and Inspector. A satisfactory inspection is required prior to the Contractor being granted Final Completion.

1.27. LIQUIDATED DAMAGES

1.27.1. Should the Contractor fail to substantially complete work under this contract and make the area available for beneficial use on or before the date stipulated for substantial completion (or such later date as may result from extension of time granted by Owner), he shall pay Owner liquidated damages. The sum of TWO HUNDRED AND FIFTY DOLLARS (\$250.00) shall be paid for each consecutive **calendar day** beyond the contract substantial completion date, which sum has been agreed upon as a reasonable and proper measure of damages which Owner will sustain per diem by failure of contractor to complete work within time as stipulated. This payment shall not be construed as a penalty on the Contractor; it being recognized by Owner and contractor that the injury to the Owner which could result from a failure of Contractor to complete on schedule is uncertain.

1.27.2. For each consecutive **calendar day** that the work remains incomplete after the date established for Final completion, the Owner will retain from the compensation otherwise to be paid to the Contractor the sum of TWO HUNDRED AND FIFTY DOLLARS (\$250.00). This amount is the minimum to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above and shall not be construed as a penalty.

1.28. STANDARD AND SAFETY EQUIPMENT

1.28.1. At his expense, CONTRACTOR shall comply with all applicable OSHA, ADA, and FDOT regulations.

1.29. TAXES AND FEES

1.29.1. The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State statutes involving the sales tax and complying with all requirements.

BID 23B-002
Unit 16 Water and Sewer Extensions
BID FORM

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1.0	GENERAL				
1.1	MOBILIZATION AND DEMOBILIZATION	1	LS	\$	\$
1.2	INSURANCE AND PERMITS	1	LS	\$	\$
1.3	PAYMENT AND PERFORMANCE BOND	1	LS	\$	\$
1.4	MAINTENANCE OF TRAFFIC	1	LS	\$	\$
1.5	CONSTRUCTION SURVEY AND LAYOUT	1	LS	\$	\$
1.6	CERTIFIED AS-BUILTS DRAWINGS	1	LS	\$	\$
1.7	ELECTRICAL SERVICE ALLOWANCE	1	LS	\$ 20,000.00	\$ 20,000.00
1.8	TREE REMOVAL AND CLEARING	1	LS	\$	\$
1.9	POTABLE CAPITAL CHARGE ALLOWANCE	66	EA	\$ 1,659.00	\$109,494.00
1.10	SEWER CAPITAL CHARGE ALLOWANCE	66	EA	\$ 3,844.00	\$253,704.00
2.0	SANITARY SEWER				
2.1	FORCEMAINS				
2.1.1	3" HDPE SDR-9 FORCEMAIN (INCL. FITTINGS)	681	LF	\$	\$
2.2	GRAVITY MAINS				
2.2.1	8" GRAVITY MAIN (SDR 26)	6,431	LF	\$	\$
2.2.2	CONCRETE ENCASE SEWER MAIN AND LATERALS	188	LF	\$	\$
2.2.3	8-10' DEEP MANHOLE W/ HDPE LINER	3	EA	\$	\$
2.2.4	0-6' DEEP MANHOLE	4	EA	\$	\$
2.2.5	6-8' DEEP MANHOLE	13	EA	\$	\$
2.2.6	8-10' DEEP MANHOLE	7	EA	\$	\$
2.2.7	10-12' DEEP MANHOLE	2	EA	\$	\$
2.2.8	12-14' DEEP MANHOLE	1	EA	\$	\$
2.2.9	14-16' DEEP MANHOLE	1	EA	\$	\$
2.2.10	6'-8' DEEP DOG HOUSE MANHOLE	1	EA	\$	\$
2.2.11	8'-10' DEEP, 5' DIAMETER MANHOLE WITH ALUMINUM ACCESS HATCH AND HDPE LINER	1	EA	\$	\$
2.2.12	CONNECT NEW 8" SEWER TO EXISTING MANHOLE	2	EA	\$	\$
2.2.13	SINGLE SEWER SERVICE ASSEMBLY	35	EA	\$	\$
2.2.14	DOUBLE SEWER SERVICE ASSEMBLY	46	EA	\$	\$
2.2.15	UTILITY MAIN MARKER	4	EA	\$	\$
2.2.16	SEPTIC SYSTEM ABANDONMENT (INCLUDES OBTAINING FDOH PERMIT), CONNECT RESIDENCE TO NEW SEWER SERVICE	66	EA	\$	\$
2.3	LIFT STATION				
2.3.1	WET WELL STRUCTURE	1	LS	\$	\$
2.3.2	LIFT STATION MECHANICAL (INCLUDES ABOVE GROUND VALVES, PIG PORT, AIR RELEASE VALVE ASSEMBLY, PUMPS AND ALL ASSOCIATED STAINLESS AND DUCTILE IRON PIPING)	1	LS	\$	\$
2.3.3	LIFT STATION ELECTRICAL, SCADA AND INSTRUMENTATION	1	LS	\$	\$

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
2.3.4	LIFT STATION SITE WORK (INCLUDES CONCRETE ACCESS ROAD)	1	LS	\$	\$
3.0 POTABLE WATER					
3.1	4" PVC C900 DR 18 (RESTRAINED)	2,006	LF	\$	\$
3.1.1	4" GATE VALVE AND BOX (COMPLETE)	7	EA	\$	\$
3.1.2	4" 45° FITTINGS	46	EA	\$	\$
3.1.3	4" x 4" TEE	7	EA	\$	\$
3.2	6" PVC C900 DR 18 (RESTRAINED)	1,691	LF	\$	\$
3.2.1	6" GATE VALVE AND BOX (COMPLETE)	7	EA	\$	\$
3.2.2	6" 11.25° FITTINGS	3	EA	\$	\$
3.2.3	6" x 4" REDUCER	7	EA	\$	\$
3.3	8" PVC C900 DR 18 (RESTRAINED)	4,413	EA	\$	\$
3.3.1	8" GATE VALVE AND BOX (COMPLETE)	20	EA	\$	\$
3.3.2	8" 11.25° FITTINGS	3	EA	\$	\$
3.3.3	8" 22.5° FITTINGS	1	EA	\$	\$
3.3.4	8" 45° FITTINGS	10	EA	\$	\$
3.3.5	8" 90° FITTINGS	7	EA	\$	\$
3.3.6	8" x 6" REDUCER	12	EA	\$	\$
3.3.7	8" x 6" TEE	10	EA	\$	\$
3.3.8	8" x 8" TEE	8	EA	\$	\$
3.3.9	8" x 8" CROSS	1	EA	\$	\$
3.3.10	8" PLUG	2	EA	\$	\$
3.3.11	CONNECT NEW 8" PVC WATER MAIN TO EXISTING 6" ASBESTOS CEMENT or CLASS WATER MAIN. WET TAP NOT ALLOWED (INCLUDES ANY THRUST BLOCKING NECESSARY TO RESTRAIN EXISTING 6" WATER MAIN)	3	EA	\$	\$
3.4	8" DUCTILE IRON PIPE (RESTRAINED)	140	LF	\$	\$
3.5	SINGLE WATER SERVICE ASSEMBLY	27	EA	\$	\$
3.6	DOUBLE WATER SERVICE ASSEMBLY	47	EA	\$	\$
3.7	OFFSET AIR RELEASE VALVE ASSEMBLY	7	EA	\$	\$
3.8	AUTOMATIC BLOW OFF ASSEMBLY	2	EA	\$	\$
3.9	TEMPORARY JUMPER CONNECTION	4	EA	\$	\$
3.10	FIRE HYDRANT AND VALVE ASSEMBLY	9	EA	\$	\$
3.11	CONNECT RESIDENCE TO NEW POTABLE SERVICE, COUNTY TO SUPPLY WATER METERS (INCLUDES OBTAINING NECESSARY PERMITS)	66	EA	\$	\$
4.0 EROSION CONTROL					
4.1	SILT FENCING	13,940	LF	\$	\$
4.2	ALL OTHER EROSION CONTROL	1	LS	\$	\$
5.0 RESTORATION					
5.1	SOD	26,000	SY	\$	\$
5.2	PERMANENT ASPHALT ROADWAY RESTORATION	19,424	SY	\$	\$
5.3	CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT	935	SY	\$	\$
5.4	REMOVE AND REPLACE EXISTING DRIVEWAY CULVERTS (INCLUDING MITERED END SECTIONS AS APPLICABLE)	1	LS	\$	\$
5.5	REMOVE AND REPLACE 18" RCP CULVERT	273	LF	\$	\$
5.6	REMOVE AND REPLACE EXISTING CONCRETE ENDWALL	11	EA	\$	\$

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
5.7	REMOVE AND REPLACE EXISTING SIDEWALK	395	SF	\$	\$
5.8	RELOCATE EXISTING SHED AND REMOVE EXISTING CONCRETE	1	LS	\$	\$
6.0 ENVIRONMENTAL					
6.1	ENVIRONMENTAL SURVEY AND PERMITTING	1	LS	\$	\$
TOTAL BID PRICE					\$
7.0 ADDITIONAL UNIT PRICING					
			UNIT	UNIT PRICE	
C1	GOPHER TORTOISE BURROW EXCAVATION		EA		
C2	GOPHER TORTOISE RELOCATION		EA		
C3	GOPHER TORTOISES TO BE BUCKET TRAPPED, PULLED, OR MONITORED		EA		
C4	REMOVE AND REPLACE UNSUITABLE MATERIAL WITH CLEAN FILL		CY		
C5	ROCK EXCAVATION		CY		
C6	FURNISH AND INSTALL GRINDER LIFT STATION		LS		

ACCEPTANCE OF TERMS: Acceptance of the terms and conditions is a mandatory aspect of being considered responsive. Bidders wanting to challenge any of the Terms and Conditions or question alternatives to Specifications as listed herein must do so during the period before the Last Day for Questions. If the County does not authorize a change prior to bid closing via addendum, the Terms and Conditions or Specifications stand; any counter-proposal on Terms and Conditions, or Specifications will be rejected, as will the bid.

PUBLIC RECORDS: Florida Statutes was amended June 2, 2011 to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

UNIT PRICES: Shall be tabulated to calculate no more than two (2) decimal places. Unit prices less than \$0.005 will be rounded off to the cent; unit prices equal to or greater than \$0.005 will be rounded up to the next cent. Unit prices on the bid form will be used to correct any extensions, and if adjusted, shall be identified on the detailed tabulation as corrected. If the Contractor fails to include a unit price and only includes the total, the County reserves the right to mathematically calculate the unit cost and enter (using the rounding method above) to establish a price for the contract and potential additional purchases of affected line items.

Name of Firm Submitting Bid _____

Name of Person Submitting Bid _____

This document must be completed and returned with your Submittal

APPENDIX A

MEASUREMENT AND PAYMENT

SECTION 1 – GENERAL

1.01 SECTION INCLUDES

- A. Procedures and submittal requirements for schedule of values, application for payment and unit prices.

1.02 RELATED SECTIONS

- A. Part 1, Scope of Work
- B. Part 2, Bid Form
- C. Appendix B, ARPA Clauses and Federal Requirements (Including Davis Bacon)
- D. Section 00800 Technical Special Provisions

1.03 The Contract Documents set forth intent that the Contractor be responsible for determining the means, methods, and quantities of all work which may be required for the completion of the project. The bid items listed on the bid breakdown are for comparison of the bids and may be used as a method of determining the value of work performed for partial payment requests.

1.04 Work not specifically covered by the Contract Bid Schedules but necessary for the completion of the work as described in the Contract Documents will be deemed to be otherwise included in the Contractor's unit prices. No additional payment to the Contractor will be made for items not specifically listed on the Contract Bid Schedules.

1.05 The Contractor shall assume all risks in determining the quantities of each bid break down and for including as a part of the prices the appropriate percentage to cover all Contractor's overhead and profit, equipment rental and maintenance, and all other costs not specifically described on the Contract Bid Schedule but necessary to carry out the work as required by the Contract Documents. When totaled together, the totals for each item of the Contract Bid Schedules shall be the total contract price for the work of this Contract. No other payments will be made to the Contractor except as specifically authorized by change order.

1.06 Each unit or lump sum price stated on the Bid Form shall constitute full compensation as herein specified for each item of work completed in accordance with the drawings and specifications.

1.07 Under the price specified to be paid for each item, the Contractor shall furnish all materials and equipment, furnish all labor and plant, and do all operations necessary to complete all work specified or shown. All supervision, overhead items, protection, and precautions and all other costs incidental to the construction work completed and as specified are included.

- 1.08 A complete, finished, working job, as intended by the general nature of these specifications, shall be produced whether or not any particular wording or direction is omitted or inadvertently not clearly stated.
- 1.09 Measurement for payment shall be by the Owner, except where noted elsewhere in this specification. Measurement for partial payment for lump sum items shall be on the basis of percentage of work complete and in place. Measurement for final payment shall be on the basis of the specified item, in-place, tested and accepted by the Owner or his representative, plus all incidental and supporting requirements fulfilled for the individual item and the project in total.
- 1.10 The prices for those items which involve excavation shall include compensation for disposal of surplus excavated material and handling water.
- 1.11 The prices of all pipe items shall constitute full compensation for furnishing, laying, jointing, and satisfactory testing of pipe; excavation and backfill, satisfactory density testing of backfill; all site restoration including sod and cleanup.
- 1.12 All partial pay descriptions shall be understood as less standard retainage whether stated or not.

SECTION 2 – MEASUREMENT AND PAYMENT

2.01 MOBILIZATION AND DEMOBILIZATION BID ITEM NO. 1.1

- A. Description: This item provides for preparatory work and operations for beginning work on this project, including the pre-construction video of the entire project area affected by any proposed work. Work includes labor, equipment and materials necessary to complete the work and not covered by a specific pay item, as outlined in the Contract Documents. Also included is cost indemnity for Owner and Engineer and obtaining all permits and licenses not obtained by the Owner. This item shall not exceed 5% of the contract price, exclusive of all items paid under allowances.
- B. Measurement: The quantity shall be measured as one lump sum quantity. Partial payments will be prorated throughout the duration of construction of this Project in direct proportion to the percent of completion of the work, as determined by the ratio of the payment requested to the total contract price.
- C. Payment: Payment shall be made at the contract lump sum price set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.02 INSURANCE AND PERMITS BID ITEM NO. 1.2

- A. Description: This item provides for all necessary insurance and permit fees as outlined in the Contract Documents.
- B. Measurement: The quantity shall be measured as one lump sum quantity. Partial payments will be prorated throughout the duration of construction of this Project in direct proportion to the

percent of completion of the work, as determined by the ratio of the payment requested to the total contract price.

- C. Payment: Payment shall be made at the contract lump sum price set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.03 PAYMENT AND PERFORMANCE BOND BID ITEM NO. 1.3

- A. Description: This item provides for necessary payment and performance bonds as outlined in the Contract Documents.
- B. Measurement: The quantity shall be measured as one lump sum quantity.
- C. Payment: Payment shall be made at the contract lump sum price set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.04 MAINTENANCE OF TRAFFIC BID ITEM NO. 1.4

- A. Description: This item provides for all maintenance of traffic required for the project whether within the limits of the project, or surrounding/approaching the work area for the duration of the construction period including any temporary suspensions of the work. The term, maintenance of traffic, as used herein, shall include all of such facilities, devices and operations as are required for the safety and convenience of the public as well as for minimizing public nuisance. It shall include coordination with all applicable agencies including but not limited to law enforcement, fire rescue, public school transportation, etc. The construction and maintenance of any necessary detour facilities; including pedestrian MOT; the preparation of maintenance of traffic plans prepared, signed, and sealed by a Florida Professional Engineer is included as the responsibility of the contractor; the providing of necessary facilities for access to residences, businesses, sidewalks etc. along the project; the furnishing, installing and maintaining of traffic control and safety devices during construction, the control of dust, and any other special requirements for safe and expeditious movement of traffic and pedestrians as may be called for on the plans or required by FDOT (600 series), and / or Marion County instruction. Lane closures will not be permitted between the hours of 6:00 AM and 8:30 AM and 4:00 PM and 6:30 PM, unless approved in writing by the COUNTY. Where two or more CONTRACTORS are required to perform work within the same work zone or within 300 feet or less of each other, including work performed by utility companies, sub-contractors, or any other entity, a joint effort shall be communicated and MOT implemented to assure a safe environment for workers, vehicular traffic and pedestrians.
- B. Measurement: The quantity shall be measured as one lump sum quantity. Partial payments will be prorated throughout the duration of construction of this Project in direct proportion to the percent completion of the work, as determined by the ratio of the payment requested to the total contract price.
- C. Payment: Payment shall be made at the contract lump sum price set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.05 CONSTRUCTION SURVEY AND LAYOUT BID ITEM NO. 1.5

- A. Description: This item provides for furnishing the services of a Florida-certified Professional Land Surveyor to perform pre-construction stakeout; establish vertical control; and establish

horizontal control, right-of-way locations, and property boundary locations in accordance with the Contract Documents and to the satisfaction of the Owner.

- B. Measurement: The quantity shall be measured as one lump sum quantity. Partial payments will be prorated throughout the duration of construction of this Project in direct proportion to the percent of completion of the work, as determined by the MCUD Construction Representative.
- C. Payment: Payment shall be made at the contract lump sum price set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.06 CERTIFIED AS-BUILT DRAWINGS BID ITEM NO. 1.6

- A. Description: This item provides for furnishing certified as-built drawings in accordance with the Contract Documents. This item includes furnishing all labor, materials, equipment, and services necessary for composing and providing As-built Drawings, for the entire project in accordance with the Contract Documents, including but not limited to survey services, updating the electronic copy of the drawings, identifying items that were revised during the project or by addenda, establishing horizontal and vertical controls, having all drawings signed and sealed by a Florida-certified professional land surveyor, and providing paper and electronic copies of the As-built drawings.
- B. Measurement: The quantity shall be measured as one lump sum quantity. Partial payments will be prorated throughout the duration of construction of this Project in direct proportion to the percent completion of the as-built drawings, as determined by the MCUD Construction Representative.
- C. Payment: Payment shall be made at the contract lump sum price set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein. Partial payments shall not exceed 75% until the as-built drawings have been determined by the Engineer and MCUD Construction Representative to be complete according to the Specification requirements, after which final payment will be made for the remaining lump sum price.

2.07 ELECTRIC SERVICE ALLOWANCE BID ITEM NO. 1.7

- A. Description: This bid item is an allowance to be used for the cost of running power to the lift station site and establishing service to the lift station. The items to be paid for under this item include permitting fees, engineering fees charged by the power company (Duke Energy), and construction costs or fees charged by the power company. This item is intended to cover the costs charged by the power company to provide appropriate electrical service to the proposed lift station. It is not intended to cover the cost of coordination or incidental items. Those costs are to be included under the pay item for Insurance and Permits. Proper documentation of charges must be provided at the time of application for payment.
- B. Measurement: The quantity shall be measured as one lump sum quantity commensurate with the actual documented cost for providing electrical service to the lift station site.
- C. Payment: Partial payments for this item will be made from the allowance throughout the duration of construction of this Project in accordance with the documentation as provided with the application for payment and as confirmed by the MCUD Construction Representative, for

which payment constitutes full compensation for all the work described herein. Contractor is not guaranteed to receive the full allowance specified by the Contract Documents.

2.08 TREE REMOVAL AND CLEARING BID ITEM NO. 1.8

- A. Description: This item provides for all removal of trees, or preservation of trees if applicable as determined by the County during the course of construction (tree protection, trimming, selective pruning, etc.), roots and other protruding objects, brush, vegetation, mowing, tree trimming, excavation, and removal of top soil material necessary to construct the project as shown in the plans. This item includes appropriate and legal disposal of all material removed by this project.
- B. The quantity shall be measured as one lump sum quantity. Partial payments will be prorated throughout the duration of construction of this Project in direct proportion to the percent of completion of the work, as determined by the MCUD Construction Representative.
- C. Payment: Payment shall be made at the contract lump sum price set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.09 CAPITAL CHARGE ALLOWANCE (POTABLE SEWER) BID ITEM NO. 1.09 1.10

- A. Description: This bid item is an allowance to be used for paying capital charges for the project to Marion County Utilities Department.
- B. Measurement: The quantity shall be measured individually in units of occupied parcels.
- C. Payment: The quantities, as determined above, shall be paid for at the contract unit price specified by the Bid Form.

2.10 CONSTRUCT FORCE MAIN / GRAVITY MAIN VIA OPEN CUT BID ITEM NO. 2.1.1 2.2.1

- A. Description: This bid item provides for furnishing and installing the following pipes in open cut trenches: 3-inch SDR-9 high-density polyethylene pipe (force main) (including fittings) 8-inch SDR-26 polyvinyl chloride pipe (gravity main). The unit bid price includes furnishing and installing all pipe by open cut, and materials above or below ground along the pipeline alignment; including electronic locator wire; excavation to confirm location of existing utilities, pavement removal and disposal, removal of existing utilities as shown on the plans, joints and jointing materials, joint restraints, thrust blocking, making pipe connections, maintenance of flow, bypass pumping as required, clearing; sheeting, shoring and bracing; dewatering, excavation; bedding and backfill; satisfactory compaction and testing; protection and adjusting of existing above ground and underground utilities and service connections; excavation and construction beneath existing facilities including ditch blocks, protection and/or repair of facilities and ditch blocks, concrete flume replacement; disposal of spoil; identification tape, hydrostatic testing; flushing, pigging, cleaning, disinfection and testing, pressure testing, erosion control; protection of culverts and drainage facilities, temporary and permanent surface restoration and sodding, temporary pavement and temporary sidewalk replacement and all other related and necessary materials, work and equipment required to construct a complete and operable pipeline except where such are shown to be paid for under a separate item. Work shall include any temporary restoration required by MCUD and Marion County Office of the County

Engineer (OCE) until permanent restoration is in place. Salvageable materials shall be delivered to Owner's field office upon request.

- B. Measurement: The quantity shall be measured horizontally, in units of linear feet, in place above the centerline of the pipe complete and acceptably installed as ordered by the Contract Documents or where directed by the MCUD Construction Representative. Measurement shall include the length of any valves or fittings.
- C. Payment: Payment shall be made at the contract unit price per linear foot for the types and sizes of pipe as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.11 CONCRETE ENCASE SEWER MAIN AND LATERALS BID ITEM NO. 2.2.2

- A. Description: This item provides for concrete encasement of sewer mains and laterals with insufficient cover in accordance with the Contract Documents. This item includes all material, labor, equipment, mixing, forming, curing, and work incidental thereto for placement of concrete encasement as shown in the Contract Documents. Placement, materials, construction, and testing shall be in accordance with FDOT Standard Specifications for Roadway and Bridge Construction, latest edition.
- B. Measurement: The quantity shall be measured horizontally, in units of linear feet, in place above the centerline of the pipe encased in concrete, complete and acceptably installed within the lines and grades as ordered by the Contract Documents and / or to the satisfaction of the MCUD Construction Representative. Any concrete placed outside these lines and grades to fill unauthorized excavation, and all concrete for replacing defective work, shall be at the expense of the Contractor. Concrete specifically included under other Items will not be measured, or paid for, under this Item.
- C. Payment: Payment shall be made at the contract unit price per linear foot as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein. Unsatisfactory concrete will be removed and replaced by the Contractor with no additional compensation.

2.12 8 10 DEEP MANHOLE WITH HDPE LINER BID ITEM NO. 2.2.3

- A. Description: This item provides for furnishing and installing pre-cast gravity sewer manholes with HDPE liners, complete and acceptably installed in accordance with the Marion County Land Development Code. The unit bid price includes furnishing and installing concrete base, rings, riser, hatches, casting or coring penetrations, HDPE interior lining, welding the liner, spark testing, exterior coating and painting, installation of pre-molded plastic joint sealer, concrete collar around ring and cover (for manholes in non-paved areas), constructing the bench, wrapping the joints with heat shrink wrap, stone bedding, satisfactory testing, all clearing, sheeting, shoring and bracing, dewatering, excavation, backfill and compaction, sod, erosion and sedimentation control, excavation to confirm location of existing utilities, protection of existing above ground and underground utilities and service connections, removal and disposal of excess excavated material, and incidental items required to install a complete

assembly. The unit bid price includes furnishing and installing all items required for a complete assembly except where such are shown to be paid for under a separate item.

- B. Measurement: The quantity shall be measured on a unit basis for each manhole with HDPE liner complete and acceptably installed as ordered by the Contract Documents or where directed by the MCUD Construction Representative.
- C. Payment: Payment will be made at the contract unit price per each as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.13 MANHOLE AND DOGHOUSE MANHOLE BID ITEM NO. 2.2.4 2.2.9 2.2.10

- A. Description: This item provides for furnishing and installing pre-cast gravity sewer manholes, complete and acceptably installed in accordance with the Marion County Land Development Code. The unit bid price includes furnishing and installing concrete base, rings, riser, casting or coring penetrations, inflow prevention lid, exterior coating and painting, manhole ring and cover, installation of pre-molded plastic joint sealer, concrete collar around ring and cover (for manholes in non-paved areas), constructing the bench, wrapping the joints with heat shrink wrap, stone bedding, satisfactory testing, all clearing, sheeting, shoring and bracing, dewatering, excavation, backfill and compaction, sod, erosion and sedimentation control, excavation to confirm location of existing utilities, protection of existing above ground and underground utilities and service connections, removal and disposal of excess excavated material, and incidental items required to install a complete assembly. The unit bid price includes furnishing and installing all items required for a complete assembly except where such are shown to be paid for under a separate item.
- B. Measurement: The quantity shall be measured on a unit basis for each manhole complete and acceptably installed as ordered by the Contract Documents or where directed by the MCUD Construction Representative.
- C. Payment: Payment will be made at the contract unit price per each according to the type and depth as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.14 8 -10 DEEP, 5 DIAMETER MANHOLE WITH ALUMINUM ACCESS HATCH AND HDPE LINER BID ITEM NO. 2.2.11

- A. Description: This item provides for furnishing and installing pre-cast gravity sewer manhole with aluminum hatch and HDPE liner, complete and acceptably installed in accordance with the Marion County Land Development Code. The unit bid price includes furnishing and installing 36 x 48 aluminum access hatch with padlock bar and recessed handle, concrete base, rings, riser, hatches, casting or coring penetrations, HDPE interior lining, welding the liner, spark testing, exterior coating and painting, installation of pre-molded plastic joint sealer, concrete collar around ring and cover (for manholes in non-paved areas), constructing the bench, wrapping the joints with heat shrink wrap, stone bedding, satisfactory testing, all clearing, sheeting, shoring and bracing, dewatering, excavation, backfill and compaction, sod, erosion and sedimentation control, excavation to confirm location of existing utilities,

protection of existing above ground and underground utilities and service connections, removal and disposal of excess excavated material, and incidental items required to install a complete assembly. The unit bid price includes furnishing and installing all items required for a complete assembly except where such are shown to be paid for under a separate item.

- B. Measurement: The quantity shall be measured on a unit basis for each manhole complete and acceptably installed as ordered by the Contract Documents or where directed by the MCUD Construction Representative.
- C. Payment: Payment will be made at the contract unit price per each as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.15 CONNECT NEW 8 SEWER TO EXISTING MANHOLE BID ITEM NO. 2.2.12

- A. Description: This item provides for the Contractor to furnish and install 8 PVC sewer main connection to existing manhole in accordance with the plans and specifications. The work includes all excavation, piping installation, fittings installation, bypassing flows, core drilling, concrete, grout, backfill, compaction, materials, testing, connections, and work incidental thereto.
- B. Measurement: The quantity shall be measured on a unit basis for each connection to existing manhole complete and acceptably installed as ordered by the Contract Documents or where directed by the MCUD Construction Representative.
- C. Payment: Payment will be made at the contract unit price per each as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.16 SINGLE AND DOUBLE SANITARY SEWER SERVICE ASSEMBLY BID ITEM NO. 2.2.13
2.2.14

- A. Description: This item provides for constructing sanitary sewer service connections to the gravity sewer system, complete and acceptably installed in accordance with the Contract Documents and the Marion County Land Development Code. The unit bid price includes furnishing and installing the wye, lateral pipe, fittings, bends, cleanouts with caps, excavation, piping installation, fittings installation, bypassing flows, backfill, compaction, materials, testing, connections, and work incidental thereto.
- B. Measurement: The quantity shall be measured on a unit basis for each service complete and acceptably installed as ordered by the Contract Documents or where directed by the MCUD Construction Representative.
- C. Payment: Payment will be made at the contract unit price per each as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.17 UTILITY MAIN MARKER BID ITEM NO. 2.2.15

- A. Description: This item provides for furnishing and installing utility main markers.

- B. Measurement: The quantity shall be measured on a unit basis for each utility main marker complete and acceptably installed as ordered by the Contract Documents or where directed by the MCUD Construction Representative.
- C. Payment: Payment will be made at the contract unit price per each as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.18 SEPTIC SYSTEM ABANDONMENT CONNECT TO NEW SEWER SERVICE BID ITEM NO. 2.2.16

- A. Description: This item provides for proper abandonment of the existing on-site septic tanks. This bid item includes, but is not limited to, permitting the abandonment with the Florida Department of Health and complying with all permit conditions, pumping out the tankage and proper disposal of contents removed, crushing and filling the tankage or removing the tankage, providing any fill material required, and restoring the work area after abandonment is complete. Bid item also includes connection of the home to the new sewer service, coordination of inspections, coordinating with and ensuring uninterrupted service for the residences.
- B. Measurement: The quantity shall be measured on a unit basis for each existing septic system properly abandoned and home properly connected to a new sewer service in compliance with FDOH permit requirements and installed as ordered by the Contract Documents or where directed by the MCUD Construction Representative.
- C. Payment: Payment will be made at the contract unit price per each as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.19 WET WELL STRUCTURE BID ITEM NO. 2.3.1

- A. Description: This item provides for furnishing and installing the lift station wet well structure and appurtenances. This bid item includes, but is not limited to, clearing, excavation, sheeting, shoring and bracing, dewatering, backfilling and compaction, furnishing and installing the entire concrete wet well structure (base, risers, and top deck), hatches, cable hangers, grout sealing around penetrations (where required), casting and/or coring penetrations into concrete structures, providing complete HDPE liner of wet well interior, spark testing of liner, heat shrink seal at seams around exterior of wet well, grouting the bottom of the wet well, testing, and any other incidental items necessary for constructing fully functional and complete wet well structure as shown in the plans and as required by the Marion County Land Development Code. Item also includes coordination and scheduling of the work and/or inspection of the work with MCUD Construction Representative and Building Department Inspectors.
- B. Measurement: The quantity shall be measured as one lump sum quantity. Partial payments will be prorated throughout the duration of construction of this Project in direct proportion to the percent of completion of the work, as determined by the MCUD Construction Representative.
- C. Payment: Payment shall be made at the contract lump sum price set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.20 LIFT STATION MECHNICAL BID ITEM NO. 2.3.2

- A. Description: This item provides for the mechanical work associated with the lift station construction. This bid item includes, but is not limited to, furnishing and installing pumps, pump base elbows, 10 PVC SDR-26 pipe between wet well and collector manhole, stainless steel piping and fittings, above ground ductile iron and stainless steel pipe, above ground ductile iron and stainless steel fittings, pipe supports, pipe coatings, check valves, air release valves, pressure gauge assemblies, plug valves, guiderails, bypass piping and cam lock assembly, 6 odor control vacuum headers, stainless steel lifting chain, 2 discharge return line from the odor control unit, flanged coupling adapters, seals, bolts, mechanical seals (removable, modular, elastomer sealing system) around wet well penetrations, stainless steel goose neck vent, gaskets and bolts for flanged fittings and pipe, testing, and any other incidental mechanical related items necessary for constructing fully functional and complete mechanical systems as shown in the plans and as required by the Marion County Land Development Code. Item also includes coordination and scheduling of the work and/or inspection of the work with MCUD Construction Representative and Building Department Inspectors.
- B. Measurement: The quantity shall be measured as one lump sum quantity. Partial payments will be prorated throughout the duration of construction of this Project in direct proportion to the percent of completion of the work, as determined by the MCUD Construction Representative.
- C. Payment: Payment shall be made at the contract lump sum price set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.21 LIFT STATION ELECTRICAL, SCADA AND INSTRUMENTATION BID ITEM NO. 2.3.3

- A. Description: This item provides for the electrical and instrumentation work associated with the lift station construction. This bid item includes, but is not limited to, conduits, cables, seal-offs, conductors, complete control panel, SCADA hardware, SCADA antennae, floats, level transducer, electrical grounding, area light, testing of electrical systems, testing of instrumentation systems, integration of instrumentation, and any other incidental electrical and instrumentation related items necessary for constructing fully functional and complete electrical, SCADA and instrumentation systems as shown in the plans and as required by the Marion County Land Development Code. Item also includes coordination and scheduling of the work and/or inspection of the work with MCUD Construction Representative and Building Department Inspectors.
- B. Measurement: The quantity shall be measured as one lump sum quantity. Partial payments will be prorated throughout the duration of construction of this Project in direct proportion to the percent of completion of the work, as determined by the MCUD Construction Representative.
- C. Payment: Payment shall be made at the contract lump sum price set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.22 LIFT STATION SITE WOR BID ITEM NO. 2.3.4

- A. Description: This item provides for the lift station site work, which shall include, but not be limited to, furnishing all materials, labor, and equipment required to perform all site grading,

excavation, fill, removal of unsuitable materials, hauling, import or export of required fill, site yard piping, concrete access road, concrete slabs, fencing, gate, gravel, sodding and all final grading and stabilization, any and all other work associated with the required for a complete lift station site to the satisfaction of the County.

- B. Measurement: The quantity shall be measure as one lump sum quantity. Partial payments will be prorated throughout the duration of construction of this Project in direct proportion to the percent of completion of the work, as determined by the MCUD Construction Representative.
- C. Payment: Payment shall be made at the contract lump sum price set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.23 4 , 6 8 PVC C900 DR-18 AND 8 DUCTILE IRON PIPE (RESTRAINED) BID ITEM NO. 3.1, 3.2, 3.3, 3.4

- A. Description: This item provides for furnishing and installing water main by open trench construction. The bid price includes pre and post recorded video inspections of existing storm culverts being crossed by the force main installation, and shall include, but is not be limited to, furnishing all materials, labor, and equipment required to remove all existing surface material and protruding objects, excavation of any type of material including rock, provision of suitable pipe bedding as may be required, hauling and legal off-site disposal of debris, temporary shoring, support of existing aboveground and below ground improvements to remain and be protected, dewatering, installation of the water main in accordance with MCU standards including the additional piping required to account for the vertical change in elevation, layout, transition fittings, adaptors, couplings, joint restraints, location wire, filling, pressure testing, flushing, cleaning, disinfecting, and clearing (including temporary caps/plugs for testing as may be required), trench backfilling, compaction, density testing, and any other items required for a complete and functional system as shown in the project plans and specifications.
- B. Measurement: The quantity shall be measured horizontally, in units of linear feet, in place above the centerline of the pipe complete and acceptably installed as ordered by the Contract Documents or where directed by the MCUD Construction Representative. Measurement shall include the length of any valves or fittings.
- C. Payment: Payment shall be made at the contract unit price per linear foot for the types and sizes of pipe as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.24 4 , 6 8 GATE VALVE AND BOX (COMPLETE) BID ITEM NO. 3.1.1, 3.2.1, 3.3.1

- A. Description: This item provides for furnishing and installing resilient seated gate valves with boxes complete and acceptably installed to final grade after the final grade has been established. This bid item includes, but is not limited to, valves, valve case and lid, trench adapter and extensions, tracer wire riser, concrete support, restraints, concrete pad and brass tag except where such are shown to be paid for under a separate item. The unit bid price includes furnishing and installing all incidental items required for a complete assembly.

- B. Measurement: The quantity shall be measured on a unit basis for each valve assembly complete and acceptably installed as ordered by the Contract Documents or where directed by the MCUD Construction Representative.
- C. Payment: Payment will be made at the contract unit price per each according to the size as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.25 FURNISH INSTALL DUCTILE IRON FITTINGS BID ITEM NO. 3.1.2, 3.1.3, 3.2.2, 3.2.3, 3.3.2 3.3.10

- A. Description: This item provides for furnishing and installing ductile iron pipe fittings and restraint assemblies used in installing fittings on ductile iron and PVC pipe used in the construction of the water main. This bid item includes, but is not limited to, wyes, tees, bends, crosses, sleeves, plugs and caps, reducers, flanged coupling adapters, and restraining devices. The unit bid price includes furnishing and installing all fittings and materials above or below ground along the pipeline alignment; joints, and jointing materials; thrust bracing, shoring, and sheeting; dewatering, clearing, grubbing, and stripping; trenching, bedding and backfill, constructing the specified protection and adjusting of existing above ground and underground utilities and service connections; disposal of spoil; paintings and/or coatings; satisfactory hydrostatic testing; erosion control; maintenance of flow, by-pass pumping (as required); surface restoration and all other related and necessary materials, work and equipment required to construct a complete, operable restrained joint pipeline.
- B. Measurement: The quantity shall be measured on a unit basis for each ductile iron pipe fitting complete and acceptably installed as ordered by the Contract Documents or where directed by the MCUD Construction Representative.
- C. Payment: Payment will be made at the contract unit price per each according to the type and size as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.26 CONSTRUCT CONNECTION TO EXISTING A/C or CLASS WATER MAIN BID ITEM NO. 3.3.11

- A. Description: This item provides for furnishing and installing connections to the existing main complete and acceptably installed where shown on the drawings or where directed by the MCUD Construction Representative. **Wet tap not allowed.** This bid item includes, but is not limited to, furnishing all materials and installation from the point of connection to the main line as well as all additional or special disposal requirements associated with the connection. All work to be coordinated and schedule approved by County a minimum of ten (10) days prior to work commencing. This shall include at a minimum scheduling and notification of service interruptions, furnishing and installing stainless steel tapping sleeve and valve assemblies, couplings, offset fittings, valves, taps, restrained fittings, temporary blow-off assemblies, piping, removal of blind flanges, cleaning and preparing of existing connection points, restraining of existing piping leading to connection point, temporary bypass piping, fittings and pumps; exploratory diggings and confirmation of existing elevations, excavation, backfill,

dewatering, sheeting, shoring, maintenance of traffic, testing, restoration, and coordination and scheduling of the work and/or inspection of the work with MCUD Construction Representative and Construction Coordinator. The unit bid price includes furnishing and installing all items required for a complete connection except where such are shown to be paid for under a separate item.

- B. Measurement: The quantity shall be measured on a unit basis for each connection to existing main complete and acceptably installed as ordered by the Contract Documents or where directed by the MCUD Construction Representative.
- C. Payment: Payment will be made at the contract unit price per each as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.27 SINGLE AND DOUBLE WATER SERVICE ASSEMBLIES BID ITEM NO. 3.5 3.6

- A. Description: This item provides for furnishing and installing new water service assemblies in accordance with the Contract Documents. The unit bid price includes furnishing and installing all items required for a complete assembly except where such are shown to be paid for under a separate item., including but not limited to, casing installed under all roadways and driveways, polyethylene service tubing, tapping saddles, corporation stops, curb stops, packing joints, angle key branch assemblies and any appurtenances necessary to connect the service piping, furnishing and installing all fittings and materials referenced above and as shown in the Contract Documents; thrust bracing, shoring, and sheeting; dewatering, clearing, grubbing, and stripping; trenching, bedding and backfill, constructing the specified protection and adjusting of existing above ground and underground utilities and service connections; disposal of spoil; paintings and/or coatings; satisfactory flushing and leak testing; disinfection; surface restoration and all other related and necessary materials, work and equipment required to construct a complete, operable water service assembly.
- B. Measurement: The quantity shall be measured on a unit basis for each service assembly complete and acceptably installed as ordered by the Contract Documents or where directed by the MCUD Construction Representative.
- C. Payment: Payment will be made at the contract unit price per each as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.28 OFFSET AIR RELEASE VALVE AND ABOVE GRADE ENCLOSURE ASSEMBLY, COMPLETE BID ITEM NO. 3.7

- A. Description: This item provides for furnishing and installing automatic air release valve and assemblies, including tapping saddle, pipe restraints, tap, isolation valve, reducers, automatic air release valve, restraining devices, tracer wire, piping, housings, plastic enclosure, exterior coating and painting, concrete pads, fittings, testing, clearing, sheeting, shoring and bracing, dewatering, excavation, backfill and compaction, sod, erosion and sedimentation control, excavation to confirm location of existing utilities, protection of existing above ground and underground utilities and service connections, removal and disposal of unsalvageable materials, removal and disposal of excess excavated material, protection of valve and enclosure until acceptance by the owner and incidental items required to install a complete assembly. The unit

bid price includes furnishing and installing all items required for a complete assembly except where such are shown to be paid for under a separate item.

- B. Measurement: The quantity shall be measured on a unit basis for each automatic air release valve and enclosure assembly complete and acceptably installed as ordered by the Contract Documents or where directed by the Engineer or MCUD Construction Representative.
- C. Payment: Payment will be made at the contract unit price per each as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.29 AUTOMATIC BLOW OFF ASSEMBLY BID ITEM NO. 3.8

- A. Description: This item provides for furnishing and installing automatic blow off assemblies, including installing the pipe restraints, plug, fittings, meter box, isolation valve and box, stone, restraining devices, tracer wire, piping, stone, concrete pads, fittings, testing, clearing, sheeting, shoring and bracing, dewatering, excavation, backfill and compaction, sod, erosion and sedimentation control, excavation to confirm location of existing utilities, protection of existing above ground and underground utilities and service connections, removal and disposal of unsalvageable materials, removal and disposal of excess excavated material, protection of valve and hydrant until acceptance by the owner and incidental items required to install a complete assembly. The unit bid price includes furnishing and installing all items required for a complete assembly except where such are shown to be paid for under a separate item
- B. Measurement: The quantity shall be measured on a unit basis for each automatic blow off assembly complete and acceptably installed as ordered by the Contract Documents or where directed by the MCUD Construction Representative.
- C. Payment: Payment will be made at the contract unit price per each as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.30 TEMPORARY JUMPER CONNECTION BID ITEM NO. 3.9

- A. Description: This item provides for installing and uninstalling temporary jumper connections. Temporary jumper water meters will be supplied by Marion County Utilities. The unit bid price includes furnishing and installing all incidental items required for a complete assembly.
- B. Measurement: The quantity shall be measured on a unit basis for each temporary jumper connection complete and acceptably installed and then removed as ordered by the Contract Documents or where directed by the MCUD Construction Representative.
- C. Payment: Payment will be made at the contract unit price per each as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.31 FIRE HYDRANT AND VALVE ASSEMBLY BID ITEM NO. 3.10

- A. Description: This item provides for furnishing and installing fire hydrant assemblies complete and acceptably installed. The unit bid price includes furnishing and installing the anchoring tee, pipe restraints, isolation valve and box, stone, fire hydrant, restraining devices, tracer wire, piping, exterior coating and painting (bonnets shall be painted in accordance with NFPA 291 and Marion County LDC Sec 6.18.2.G) based on a flow test performed by a certified flow

testing company and provide a certified flow test results report, blue reflector placed in the center of the travel lane in accordance with the Marion County LDC (Sec. 6.18.2.F), concrete pads, fittings, testing, clearing, sheeting, shoring and bracing, dewatering, excavation, backfill and compaction, sod, erosion and sedimentation control, excavation to confirm location of existing utilities, protection of existing above ground and underground utilities and service connections, removal and disposal of unsalvageable materials, removal and disposal of excess excavated material, protection of valve and hydrant until acceptance by the owner and incidental items required to install a complete assembly. The unit bid price includes furnishing and installing all items required for a complete assembly except where such are shown to be paid for under a separate item.

- B. Measurement: The quantity shall be measured on a unit basis for each fire hydrant assembly complete and acceptably installed as ordered by the Contract Documents or where directed by the Engineer or MCUD Construction Representative.
- C. Payment: Payment will be made at the contract unit price per each as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.32 CONNECT HOME TO NEW POTABLE SERVICE BID ITEM NO. 3.11

- A. Description: This item provides for connecting homes to new potable water services. This bid item includes, but is not limited to, permitting with the Florida Department of Health and complying with all permit conditions, piping, and restoring the work area after the connection is complete, coordination of inspections, and coordinating with and ensuring un-interrupted service for the residences. Marion County Utilities to supply water meters.
- B. Measurement: The quantity shall be measured on a unit basis for each home connected to a new potable service complete and acceptably installed as ordered by the Contract Documents or where directed by the MCUD Construction Representative.
- C. Payment: Payment will be made at the contract unit price per each as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.33 SILT FENCING BID ITEM NO. 4.1

- A. Description: This item provides for furnishing and installing silt fencing along the entire length of the project and includes all necessary materials, labor, and equipment. Bid price also includes monitoring and repairing the silt fence for the duration of the project and removal of silt fence when so directed. Silt fence shall be removed only when directed by the MCUD Construction Representative.
- B. Measurement: The quantity shall be measured horizontally, in units of linear feet, in place and along the silt fence complete and acceptably installed as ordered by the Contract Documents and to the satisfaction of the MCUD Construction Representative.
- C. Payment: Payment shall be made at the contract unit price per linear foot as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.34 ALL OTHER EROSION CONTROL BID ITEM NO. 4.2

- A. Description: This item provides for furnishing and installing any and all other miscellaneous erosion control for the balance of the project that may be needed at any phase of construction, including but not limited to inlet and culvert protection, vehicle tracking pads, miscellaneous stabilization, inspection, reporting, and filing notice of termination for the entire project. Bid price also includes monitoring and repairing the erosion control, inspection, and reporting. Erosion control shall be removed only when directed by the MCUD Construction Representative.
- B. Measurement: The quantity under this Item shall be measured as lump sum fee payable based on a percentage of the work complete versus the work remaining.
- C. Payment: Payment shall be made at the contract lump sum price set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.35 SOD BID ITEM NO. 5.1

- A. Description: This item provides for furnishing and installing sod as shown in the Contract Documents and in accordance with the FDOT Standard Specifications for Road and Bridge Construction to restore all disturbed grassed areas in the right-of-way. Sod shall be replaced in-kind. The contract unit price shall include all costs of labor, equipment, materials, fertilization, watering, and maintenance until accepted by the Owner. Sod specifically included under other Items will not be measured.
- B. Measurement: The quantity shall be measured in place, in units of square yards, and correspond to the actual sod placed in the work as ordered by the Contract Documents and / or as directed by the MCUD Construction Representative. Sod specifically included under other items will not be measured, or paid for, under this item.
- C. Payment: Payment shall be made at the contract unit price per square yard as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein. Partial payments shall not exceed 75% until 30 days maintenance is completed at the time of Substantial Completion. Unsatisfactory sod after 30 days maintenance will be removed and replaced by the Contractor with no additional compensation.

2.36 PERMANENT ASPHALT ROADWAY RESTORATION BID ITEM NO. 5.2

- A. Description: This item provides for road restoration with 1-1/2" asphalt surface course (asphalt mix to be approved by County prior to construction), as shown in the Contract Documents, required by the Marion County LDC, and as approved by the Marion County OCE and MCUD Construction Representative. The work includes stabilized subgrade, limerock base, asphaltic concrete surface course, compaction, mixing, placing, rolling, testing, and curing of the asphalt, and all work and materials incidental thereto. This item includes replacement of existing signage and striping in accordance with Marion County OCE or FDOT standards, whichever applies.
- B. Measurement: The quantity shall be measured in place, in units of square yards at 1-1/2" thickness, and correspond to the actual area of asphalt placed in the work, within the lines and grades as ordered by the Contract Documents or directed by the MCUD Construction

Representative. Asphalt specifically included under other items will not be measured, or paid for, under this item.

- C. Payment: Payment shall be made at the contract unit price per square yard as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein. Unsatisfactory asphalt pavement will be removed and replaced by the Contractor with no additional compensation.

2.37 CONCRETE DRIVEWAY REMOVAL REPLACEMENT BID ITEM NO. 5.3

- A. Description: This item provides for removal of existing concrete pavement and base material and replacement to the greater of an equivalent pre-construction, current Marion County LDC, or current FDOT specifications to allow for open cut installation of pipe, fittings and valves. The work includes all preparatory work, forming, materials, mixing, placing, finishing, curing of the concrete, testing (as required), and work incidental thereto. Pipe excavation and placement will be paid for under other Bid Items.
- B. Measurement: The quantity shall be measured in place, in units of square yards at 6" thickness, and correspond to the actual area of concrete driveway replaced as ordered by the Contract Documents or directed by the MCUD Construction Representative.
- C. Payment: Payment shall be made at the contract unit price per square yard as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein. Unsatisfactory concrete will be removed and replaced by the Contractor with no additional compensation.

2.38 REMOVE AND REPLACE EXISTING DRIVEWAY CULVERTS INCLUDING MITERED END SECTIONS AS APPLICABLE BID ITEM NO. 5.4

- A. Description: This item provides for removal and replacement of existing driveway culverts, including mitered end sections, as needed within the Project limits. The removal and replacement shall be in accordance with the FDOT Standard Specifications for Roadway and Bridge Construction, latest edition, and the FDOT Design Standards, latest edition. The item shall include all labor, materials, equipment, erosion control devices, proper disposal of demolished material, form work, testing, curing and restoration necessary for complete removal and replacement of culvert pipe disturbed by construction activity and as approved by the Marion County OCE and MCUD Construction Representative.
- B. Measurement: The quantity shall be measured as one lump sum quantity. Partial payments will be prorated throughout the duration of construction of this Project in direct proportion to the percent of completion of the work, as determined by the MCUD Construction Representative.
- C. Payment: Payment shall be made at the contract lump sum price set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein. Unsatisfactory culvert pipe will be removed and replaced by the Contractor with no additional compensation.

2.39 REMOVE AND REPLACE 18 RCP CULVERT BID ITEM NO. 5.5

- A. Description: This item provides for removal and replacement of existing 18 reinforced concrete pipe culvert located within the Project limits. The removal and replacement shall be in accordance with the FDOT Standard Specifications for Roadway and Bridge Construction, latest edition, and the FDOT Design Standards, latest edition. The item shall include all labor, material, equipment, erosion control devices, proper disposal of demolished material, form work, testing, curing and restoration necessary for complete removal and replacement of culvert pipe disturbed by construction activity and as approved by the Marion County OCE and MCUD Construction Representative.
- B. Measurement: The quantity shall be measured horizontally, in units of linear feet, in place above the centerline of the culvert pipe complete and acceptably installed as ordered by the Contract Documents or where directed by the MCUD Construction Representative.
- C. Payment: Payment shall be made at the contract unit price per linear foot as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein. Unsatisfactory culvert pipe will be removed and replaced by the Contractor with no additional compensation.

2.40 REMOVE AND REPLACE EXISTING CONCRETE ENDWALL BID ITEM NO. 5.6

- A. Description: This item provides for removal and replacement of existing concrete endwalls as needed located within the Project limits. The removal and replacement shall be in accordance with the FDOT Standard Specifications for Roadway and Bridge Construction, latest edition, and the FDOT Design Standards, latest edition. This item shall include all labor, material, equipment, erosion control devices, proper disposal of demolished material, form work, testing, curing and restoration necessary for complete removal and replacement of concrete endwalls disturbed by construction activity and as approved by the Marion County OCE and MCUD Construction Representative.
- B. Measurement: The quantity shall be measured on a unit basis for each concrete endwall removed and replaced, complete and acceptably installed, as ordered by the Contract Documents or where directed by the MCUD Construction Representative.
- C. Payment: Payment will be made at the contract unit price per each as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein. Unsatisfactory concrete endwalls will be removed and replaced by the Contractor with no additional compensation.

2.41 REMOVE AND REPLACE EXISTING SIDEWALK BID ITEM NO. 5.7

- A. Description: This item provides for removal and replacement of sidewalk that is located within the Marion County right-of-way. The removal and replacement shall be in accordance with the FDOT Standard Specifications for Roadway and Bridge Construction, latest edition, and the FDOT Design Standards, latest edition. The item shall include all labor, material, equipment, erosion control devices, proper disposal of demolished material, form work, pedestrian maintenance of traffic, testing, finishing, curing and any restoration necessary for complete

removal and replacement of sidewalk disturbed by construction activity and as approved by Marion County OCE and the MCUD Construction Representative.

- B. Measurement: The quantity shall be measured in place, in units of square feet, and correspond to the actual area of concrete sidewalk replaced, complete and acceptably installed, as ordered by the Contract Documents or where directed by the MCUD Construction Representative.
- C. Payment: Payment shall be made at the contract unit price per square foot as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein. Unsatisfactory concrete will be removed and replaced by the Contractor with no additional compensation.

2.42 RELOCATE EXISTING SHED AND REMOVE EXISTING CONCRETE BID ITEM NO. 5.8

- A. Description: This item provides for removal and relocation of an existing private shed that is placed within a county utility easement along with any concrete drive or other appurtenance that may have been installed as shown in the plans. The MCUD shall initiate contact with the property owner a minimum of 60 days prior to relocation effort to work out a plan for the timing and temporary storage of the structure while utilities will be installed within the Project limits. The removal and replacement shall be in accordance with the Florida Building Code and any applicable fence removal/replacement and any and all sod (like kind), or other restoration including all associated permits are the responsibility of the contractor.
- B. Measurement: The quantity shall be measured as one lump sum quantity. Partial payments will be prorated throughout the duration of construction of this Project in direct proportion to the percent of completion of the work, as determined by the MCUD Construction Representative.
- C. Payment: Payment shall be made at the contract lump sum price set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.43 ENVIRONMENTAL SURVEY AND PERMITTING BID ITEM NO. 6.1

- A. Description: The item provides for performing an environmental assessment of the project site for all listed species, including gopher tortoises. This item includes preparing, submitting (including permit fees), and obtaining a permit from the Florida Fish and Wildlife Conservation Commission (FFWCC) to relocate all tortoises necessary for the completion of this Project. The contractor shall commence with the environmental assessment immediately upon receiving Notice to Proceed (NTP) for this project. **The County must review and approve the environmental assessment prior to construction commencement per Federal Requirements (Including Davis Bacon).**
- B. Measurement: The quantity shall be measured as one lump sum quantity. Partial payment will be prorated throughout the duration of construction as approved by the MCUD Construction Representative.
- C. Payment: Payment shall be made at the contract lump sum price set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.44 GOPHER TORTOISE BURROW EXCAVATION BID ITEM NO. C1

- A. Description: This item provides for excavation of gopher tortoise burrows in accordance with FFWCC procedures and permit requirements. The price includes all work, materials, labor, equipment, licenses, and monitoring required to excavate burrows in accordance with FFWCC procedures and permit requirements to confirm the presence of gopher tortoises.
- B. Measurement: The quantity shall be measured on a unit basis for each gopher tortoise burrow excavated.
- C. Payment: Payment will be made at the contract unit price per each as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.45 GOPHER TORTOISE RELOCATION BID ITEM NO. C2

- A. Description: This item provides for proper relocation of confirmed gopher tortoises in accordance with FFWCC procedures and the recipient's site permit requirements. Work includes necessary recipient site fees and transport costs. The price includes work, materials, labor, equipment, licenses, monitoring and transport to relocate gopher tortoises in accordance with FFWCC procedures and recipient site permit requirements.
- B. Measurement: The quantity shall be measured on a unit basis for each gopher tortoise properly relocated.
- C. Payment: Payment will be made at the contract unit price per each as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.46 GOPHER TORTOISES TO BE BUCKET TRAPPED, PULLED, OR MONITORED BID ITEM NO. C3

- A. Description: This item provides for gopher tortoises to be bucket trapped, pulled, or monitored during construction, in lieu of being excavated, in accordance with permit and by a certified agent. The contract unit price shall reflect all labor, material, equipment, licenses, and services from a certified agent necessary to ensure conformance with the conditions of the permit.
- B. Measurement: The quantity shall be measured on a unit basis for each gopher tortoise that is identified within the construction limits of survey that is bucket trapped, pulled, or monitored.
- C. Payment: Payment will be made at the contract unit price per each as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein.

2.47 UNSUITABLE MATERIAL REMOVAL BID ITEM NO. C4

- A. Description: This item provides for the Contractor to perform additional earth excavation which may be ordered by the Engineer in writing to remove unsuitable soil material. The work includes all clearing; pavement, sidewalk, curb and gutter removal; care of structures and adjacent property; placing, maintenance, and removal of shoring sheeting, and bracing; dewatering; backfilling with suitable material; proper disposal of excavated unsuitable material; temporary restoration of street surfaces; and other appurtenant work as specified and directed.

- B. Measurement: The quantity shall be measured in units of cubic yards, and correspond to the total excavation, as ordered and approved by the Engineer. Earth excavation for placement of selected fill material for pipe bedding or to permit construction of other types of pipeline foundations will be included for payment under this item. Unauthorized additional earth excavation will not be measured or paid for.
- C. Payment: Payment will be made at the contract unit price per cubic yard as set forth by the Proposal, for which price and payment constitutes full compensation for all the work described herein. Any quantities submitted for payment under this item shall require Engineer approval in writing.

2.48 ROC EXCAVATION BID ITEM NO. C5

- A. Description: This item provides for the Contractor to perform rock excavation (as defined by FDOT), which may be ordered by the Engineer in writing. Rock excavation shall be defined as the excavation of all hard, compacted or cemented materials which requires the use of heavy ripping equipment. Rock is defined as limestone, sandstone, or similar rocks in solid beds or masses in original or stratified position which can be removed only by continuous drilling or the use of pneumatic tools. The excavation and removal of isolated boulders or rock fragments smaller than one cubic yard in volume is covered under base pay items. The work includes all clearing, pavement, sidewalk, curb and gutter removal, care of structures and adjacent property, placing, maintenance and removal of shoring, sheeting and bracing, dewatering, backfilling with suitable material, disposal of rock material, temporary restoration of street surfaces and other appurtenant work as specified and directed. Blasting shall not be allowed.
- B. Measurement: The quantity shall be measured in units of cubic yards using the standard cross-section method for measuring the extent of rock in the trench. This item shall not be measured using the volume of removed rock.
- C. Payment: Payment for Rock Excavation will be made at the contract unit price per cubic yard for this Item. Any quantities submitted for payment under this item shall require Engineer approval in writing.

2.49 FURNISH AND INSTALL GRINDER LIFT STATION BID ITEM NO. C6

- A. Description: This bid item describes measurement and payment for furnishing and installing a grinder lift station on Bahia Court Place if needed. This item includes the lift station, pumps, valves / valve assembly, fittings, control panel, electrical connections, and all other appurtenances in accordance to the construction plans and necessary for a fully functioning system. The bid price includes furnishing and installing the lift station; connection to proposed gravity main; excavation to confirm location of existing utilities; clearing; dewatering; excavation for installation; concrete ballast / anti-floatation ring; bedding and backfill; satisfactory compaction and testing; protection and adjusting of existing above ground and underground utilities and service connections; disposal of spoil; cleaning; testing; erosion control; temporary restoration and sodding; furnishing and installing electrical such as wiring, panel devices, receptacles, etc. necessary to power the lift station; and all other related and

necessary materials, work and equipment required to construct a complete and operable lift station except where such are shown to be paid for under a separate item.

- B. Measurement: The quantity to be paid for under this Item shall be measured as one lump sum quantity.
- C. Payment: The quantities, as determined above, shall be paid for at the contract lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein. Unsatisfactory work will be replaced by the Contractor with no additional compensation.

END OF APPENDIX A

APPENDIX B

FEDERAL REQUIREMENTS

American Rescue Plan Act (“ARPA”) & CDBG Contract Clauses

Davis Bacon Requirements/Wage Information

Table of Contents

1. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS 2

2. SIMPLIFIED ACQUISITION THRESHOLD 5

3. ACCESS TO RECORDS 5

4. UNIFORM GUIDANCE COMPLIANCE..... 5

5. DISCLAIMER6

6. TERMINATION..... 6

7. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS 6

8. EQUAL OPPORTUNITY EMPLOYMENT..... 7

9. PREVAILING WAGE AND ANTI-KICKBACK.....9

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT9

11. CONTRACT WORK HOURS AND SAFETY STANDARDS FOR AWARDS NOT INVOLVING CONSTRUCTION 10

12. RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT 11

13. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT 11

14. SUSPENSION AND DEBARMENT 11

15. LOBBYING12

16. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.....12

17. DOMESTIC PREFERENCES FOR PROCUREMENT13

18. PROCUREMENT OF RECOVERED MATERIALS 13

19. HATCH ACT 13

20. PUBLICATIONS 13

21. CONFLICTS OF INTEREST 13

22. COMPLIANCE WITH THE TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 C.F.R. PART 175)..... 14

23. PROTECTIONS FOR WHISTLEBLOWERS 14

24. INCREASING SEAT BELT USE IN THE UNITED STATES 14

25. REDUCING TEXT MESSAGING WHILE DRIVING 14

26. ATTACHMENT I - DAVIS BACON REQUIREMENTS.....16

27. ATTACHMENT II - DAVIS BACON PREVAILING WAGE RATES.....23

The following clauses and certifications (collectively, “ARPA Contract Clauses”) will be incorporated into contracts under the requirements of the American Rescue Plan Act (“ARPA”). The term “Contract” shall refer to any agreement between COUNTY and CONTRACTOR, including without limitation the Master Agreement and/or any amendments thereto containing COUNTY’s Standard Terms and Conditions, and these ARPA Contract Clauses. In case of conflict between these ARPA Contract Clauses and the Standard Terms and Conditions, the ARPA Contract Clauses shall take precedence.

1. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

- A. Contractor agrees to comply with the requirements of section 603 of section 603(c) of the Social Security Act (the “Act”), as added by section 9901 of ARPA, regulations adopted by the U.S. Department of Treasury (“Treasury”) pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Contract.
- B. CONTRACTOR shall provide the following information to COUNTY and GRANTOR, if applicable to the Project:
 - a) National Pollutant Discharge Elimination System (NPDES) Permit Number.
 - b) Public Water System (PWS) ID number.
- C. Federal regulations applicable to this Contract include, without limitation, the following:
 - 1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to the funds awarded to Marion County (“COUNTY”) under ARPA, and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - 2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference. To clarify, CONTRACTOR is required to provide its unique entity identifier to COUNTY. Compliance with the Universal Identifier and System for Award Management is a requirement that is passed on and includes, but is not limited to, CONTRACTOR, subcontractors, subconsultants, and Suppliers.
 - 3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - 4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - 5. Contractor Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference and applies to grant awards over \$150,000.

6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20, which states, “Drug-free workplace means a site for the performance of work done in connection with a specific award at which employees of CONTRACTOR are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.”
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations and which applies to the acquisition of real property (real estate) or displace persons from their homes, businesses, or farms.
9. Generally applicable Federal environmental laws and regulations, including but not limited to, when applicable:
 - (i) Flood Disaster Protection
In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001), CONTRACTOR shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
 - (ii) Asbestos:
 - a. The Asbestos National Emission Standards for Hazardous Air Pollutants (“NESHAP”) regulations specify Work practices for asbestos to be followed during demolitions and renovations of all structures, buildings and facilities. CONTRACTOR shall notify or shall require its operator/contractor of renovation or demolition to notify COUNTY and the appropriate State agency before any demolition, or before any renovations of buildings that could contain a certain threshold amount of asbestos or asbestos-containing material. CONTRACTOR shall contact or require its operator of renovation or demolition to contact the local DEP (Department of Environmental Protection) as they are delegated by the U.S. EPA and authorized under the Florida Statutes to enforce the asbestos NESHAR regulations. Costs incurred from asbestos testing and abatement will be at CONTRACTOR’s expense.
 - b. In the event that asbestos–containing materials or suspected asbestos-containing materials are discovered in the area designated for construction, CONTRACTOR assumes responsibility to notify COUNTY, and all Workers of existing asbestos conditions. Notification shall be made on approved EPA Forms and includes posting of notices in accordance with EPA and OSHA Guidelines. CONTRACTOR shall assume all responsibility for compliance with applicable codes and regulations regarding discovery and notification of the presence of asbestos-containing material. Work shall not continue until CONTRACTOR, has the suspected asbestos-containing materials analyzed. This will be done promptly by CONTRACTOR. If CONTRACTOR proceeds after notification by

COUNTY not to proceed, the LICENSED CONTRACTOR shall become liable for all costs associated with the cleaning and clearance for occupancy (using TEM clearance testing method set out by the AHERA Regulations) of the structure or site.

- c. CONTRACTOR will notify the architect and/or engineer (as applicable) and COUNTY in writing immediately upon becoming aware of any material and/or equipment included in the Contract Documents that contain asbestos so that alternative material and/or equipment can be submitted. CONTRACTOR, architect and/or engineer, material and equipment suppliers, and material and equipment manufacturers who provide material and equipment that contain asbestos will be liable for the cost of removal of such material and equipment from the Project and the CONTRACTOR shall obtain the acknowledgment of the architect and/or engineer and all such suppliers and manufacturers of their liability for such removal.

- (iii) Historic Preservation:
CONTRACTOR agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470) and the procedures set forth in 36 C.F.R. Part 800, Advisory Council on Historic reservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

D. Statutes and regulations prohibiting discrimination applicable to this Contract include, without limitation, the following:

- 1) Grant Recipients (COUNTY) awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. CONTRACTOR agrees to provide the information necessary, within one (1) month of execution, for COUNTY to comply with this requirement.
- 2) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- 3) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- 4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- 5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit

discrimination on the basis of age in programs or activities receiving federal financial assistance; and

- E. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto. ARPA funds may only be used to pay for or reimburse eligible costs as described in the Contract, including without limitation the Purchase Order and these ARPA Contract Terms. No funds may be used to pay or reimburse costs for which CONTRACTOR has received any other funding, whether state, federal or private in nature.
- F. CONTRACTOR shall execute and meet the requirements of the following, each of which is incorporated herein by reference: Certificate of Non-Debarment or Suspension, Civil Rights Certification Form, Lobbying Certification Form (if applicable), and Lobbying Disclosure Form (if applicable).
- G. **Prior to any payment by COUNTY under the Contract, CONTRACTOR shall submit an invoice, a Cost Certification, and any supporting documentation.**

2. **SIMPLIFIED ACQUISITION THRESHOLD**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327.) The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply.

3. **ACCESS TO RECORDS**

CONTRACTOR shall maintain complete, accurate, and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records, sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by the Treasury regarding the foregoing.

All such records shall be available to COUNTY, the Treasury Office of Inspector General, and The Government Accountability Office, or their authorized representatives for inspection at any time during this Contract. CONTRACTOR shall maintain all books, records, accounts and reports required under this Contract for a period of six (6) years after all funds have been expended or returned to COUNTY, whichever is later, to ensure proper accounting for all funds and compliance with all applicable laws, regulations, and guidance.

COUNTY, the Treasury Office of Inspector General, and the Government Accountability Office, or their authorized representatives, shall have the right of access to records, electronic and otherwise, of CONTRACTOR in order to conduct audits or other investigations. CONTRACTOR acknowledges that records may be subject to disclosure under the public records laws of Florida.

4. **UNIFORM GUIDANCE COMPLIANCE.**

- A. **Remedial Actions.** In the event of CONTRACTOR’s noncompliance with section 603(c) of the Act, Treasury’s regulations implementing that section, guidance issued by Treasury regarding the foregoing, or any other applicable federal laws or regulations, Treasury may

take available remedial actions as set forth in 2 C.F.R. 200.339.

B. Recoupment

CONTRACTOR agrees that it is financially responsible for and will repay COUNTY, and ultimately the Federal government, any and all indicated amounts following an audit exception which occurs due to CONTRACTOR's failure, for any reason, to comply with the terms of the Contract. This duty to repay COUNTY shall not be diminished or extinguished by the termination of the Contract.

In the event of a violation of section 603(c) of the Act, the funds shall be subject to recoupment by COUNTY.

Any funds paid to CONTRACTOR (1) in excess of the amount to which CONTRACTOR is authorized to retain under the terms of CONTRACTOR; (2) that are determined by the Treasury Office of Inspector General to have been misused; (3) are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act; or (4) are otherwise subject to recoupment by COUNTY, and have not been repaid by CONTRACTOR to COUNTY shall constitute a debt to COUNTY and/or the Federal government.

Any debts determined to be owed COUNTY and/or the Federal government must be paid promptly by CONTRACTOR. A debt is delinquent if it has not been paid by the date specified in COUNTY's initial written demand for payment, unless other satisfactory arrangements have been made or if the County knowingly or improperly retains funds that are a debt. COUNTY will take any actions available to it to collect such a debt.

Return of Unused Funds. If CONTRACTOR has any funds on hand and/or funds not yet obligated, as of the earlier of December 31, 2024, or the termination of this Contract, CONTRACTOR shall return all unspent funds to COUNTY within ten (10) calendar days.

5. DISCLAIMER

The United States expressly disclaims any and all responsibility or liability to CONTRACTOR or third persons for the actions of CONTRACTOR or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of CONTRACTOR or any other losses resulting in any way from the performance of the Contract, or any subcontract.

The acceptance of this Contract by CONTRACTOR does not in any way establish an agency relationship between the United States and CONTRACTOR.

6. TERMINATION

A. For contracts in excess of \$10,000 awarded by COUNTY must address the termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement. This clause extends to all third-party contractors and their contracts at every tier and contractors and their subcontracts at every tier.

B. Termination for cause and for convenience, are found in the Master Agreement

7. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR understands that making false statements or claims in connection with this Contract is a violation of federal law and may result in criminal, civil, or administrative sanctions,

including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. apply to its actions pertaining to this Contract. Upon execution of the underlying contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONTRACTOR to the extent to the Federal Government deems appropriate.

8. **EQUAL OPPORTUNITY EMPLOYMENT**

COUNTY is an Equal Opportunity Employer. As such, COUNTY and all third-party contractors and their subcontractors agree to prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and comply with all applicable Federal civil rights laws and implementing regulations.

During the performance of this Contract, CONTRACTOR shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- 1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- 6) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or supplier. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the administering agency, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACTOR further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if CONTRACTOR so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

CONTRACTOR agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

CONTRACTOR further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, CONTRACTOR agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund

occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the United States Department of Justice for appropriate legal proceedings.

9. **PREVAILING WAGE AND ANTI-KICKBACK**

CONTRACTOR shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. CONTRACTOR must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141 – 3144 and 3146 – 3148) as supplemented by United States Department of Labor regulations at 29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” CONTRACTOR shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled.

A. Compliance with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141 – 3148).

- 1) CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141 – 3144 and 3146 – 3148) and the requirements of 29 C.F.R. Part 5 as may be applicable, which are incorporated by reference into this contract.
- 2) In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- 3) Additionally, Contractors are required to pay wages not less than once a week.

B. Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145).

- 1) CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145) and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
- 2) CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3) In accordance with the statute, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven (7) days after the regular payment date of the payroll period, to a representative of COUNTY in charge at the site of the building or work.

10. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

For all contracts **in excess of \$100,000** that involve the employment of mechanics or laborers, must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by United States Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times

the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$27.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

COUNTY shall upon its own action or upon written request of an authorized representative of the United States Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Contract.

11. **CONTRACT WORK HOURS AND SAFETY STANDARDS FOR AWARDS NOT INVOLVING CONSTRUCTION**

CONTRACTOR shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

CONTRACTOR shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of six (6) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by CONTRACTOR for inspection, copying, or transcription by authorized representatives of COUNTY and the United States Department of Labor, and CONTRACTOR will permit such representatives to interview employees during working hours on the job.

CONTRACTOR shall require the inclusion of the language of this clause within subcontracts of all tiers.

12. **RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and CONTRACTOR wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by United States Department of Treasury. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

13. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

For all contracts in excess of \$150,000, CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act as amended 42 U.S.C. §§ 7401-7671q, and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

A. Compliance with the Clean Air Act

- 1) CONTRACTOR agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to the United States Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.
- 2) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Treasury.

B. Compliance with the Federal Water Pollution Control Act

- 1) CONTRACTOR agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to the United States Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.
- 2) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Treasury.

14. **SUSPENSION AND DEBARMENT**

This Contract is a covered transaction for purposes of 2 C.F.R. Part 180, and 2 C.F.R. Part 3000. As such, CONTRACTOR is required to verify that none of CONTRACTOR’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

CONTRACTOR must comply with 2 C.F.R. Part 180, subpart C, and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This verification and certification of compliance with the laws stated above is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

CONTRACTOR agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. **LOBBYING**

A. **For contracts in excess of \$100,000**, CONTRACTOR shall file the certification required by 49 C.F.R. Part 20, "New Restrictions of Lobbying", as provided by COUNTY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to CONTRACTOR who in turn will forward the certification(s) to COUNTY.

B. **Additional Lobbying Requirements.**

- a) CONTRACTOR certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- b) The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. 1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving Federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- c) Pursuant to 2 C.F.R. 200.450 and 2 C.F.R. 200.454(e), CONTRACTOR is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

16. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

CONTRACTOR is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 C.F.R. 200.216 and 200.471. This prohibition is passed on to each and every tier.

17. **DOMESTIC PREFERENCES FOR PROCUREMENT**

CONTRACTOR must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 C.F.R. 200.322. CONTRACTOR shall pass this preference on to each and every tier.

18. **PROCUREMENT OF RECOVERED MATERIALS**

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where **the purchase price of the item exceeds \$10,000** or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this Contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items until the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

CONTRACTOR agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247.

CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

19. **HATCH ACT**

CONTRACTOR agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

20. **PUBLICATIONS**

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by Federal award to Marion County by the United States Department of the Treasury."

21. **CONFLICTS OF INTEREST**

CONTRACTOR understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. CONTRACTOR must disclose in writing to COUNTY, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

22. **COMPLIANCE WITH THE TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 C.F.R. PART 175)**

CONTRACTOR, subconsultants, subcontractors and suppliers and their respective employees, under the award funding this Agreement, may not:

- a) Engage in severe forms of trafficking in persons during the period of time that the award funding this Agreement is in effect;
- b) Procure a commercial sex act during the period of time that the award funding this Agreement is in effect;
- c) Use forced labor in the performance of the award of subawards under the award funding this Agreement.

23. **PROTECTIONS FOR WHISTLEBLOWERS**

In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A Treasury employee responsible for contract or grant oversight or management;
5. An authorized official of the United States Department of Justice or other law enforcement agency;
6. A court or grand jury; or
7. A management official or other employee of CONTRACTOR, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

CONTRACTOR shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

24. **INCREASING SEAT BELT USE IN THE UNITED STATES**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), COUNTY encourages its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

25. **REDUCING TEXT MESSAGING WHILE DRIVING**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), COUNTY encourages its employees, subcontractors, and contractors to adopt and enforce policies that ban text messaging

while driving, and CONTRACTOR to establish workplace safety policies to decrease accidents caused by distracted drivers.

By signing this Appendix B, the Contractor certifies that, in addition to agreeing to the terms and conditions provided herein, it has read, understands, and agrees to be bound by all requirements and contract terms and conditions contained herein.

Further, by signing below you acknowledge that knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

This agreement may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By signing the agreement, the company agrees that its signature will have the same legal effect as an original ink signature.

Company Name:	
Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Signature and Date :	

This document must be completed and returned with your Submittal

ATTACHMENT I

Davis-Bacon Requirements

FEDERAL LABOR STANDARDS PROVISIONS

(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act)

The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such federal assistance.

1 Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, 29 CFR Part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) The sponsor, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The FDEP shall approve a request for an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sponsor(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sponsor to the FDEP. The FDEP will transmit the request to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the FDEP or will notify FEDP within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and the sponsor do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), the FDEP shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of FDEP, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting

officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding.

The sponsor shall, upon written request of the EPA or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, EPA may, after written notice to the contractor, sponsor, applicant, or owners, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to the sponsor. Such documentation shall be available upon request by FDEP. As to each payroll copy received, the sponsor shall provide a certification that the project is in compliance with the requirements of 29 CFR 5.5(a)(1) with each disbursement request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current addresses of each covered worker, and shall provide them upon request to the sponsor for transmission to the FDEP or EPA if requested by EPA, the FDEP, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own

records, without weekly submission to the sponsor. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(b) Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR Part 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR Part 5.5 (a)(3)(I), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the Statement of Compliance required by paragraph A. 3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(I) of this section available for inspection, copying, or transcription by authorized representatives of the FDEP or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FDEP may, after written notice to the contractor, or sponsor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, the Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered with the U. S. Department of Labor, or a State re appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio re appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, the Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination, Debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the sponsor, FDEP, EPA, the U. S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U. S. C., Federal Housing Administration transactions, provides in part "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any ment, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both".

11. Complaints, Proceedings, or Testimony by Employees.

A. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

B. Contract Work Hours and Safety Standards Act. The sponsor shall insert the following clauses set forth in paragraphs B.(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by item 3 above or 29 CFR 4.6. As used in the paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. The sponsor, upon written request of the FDEP or an authorized representative of the Department of Labor, may withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).

(3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

12. Guidance to Contractor for Compliance with Labor Standards Provisions

a) Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification **must** be added to the wage decision. A worker may not be paid at the rate for

a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

b) Complying with Minimum Hourly Amounts

- 1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the Rates and Fringe Benefits (if any) columns of the applicable wage decision.
- 2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the Rates and Fringe Benefits columns.
- 3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.
- 4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

c) Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime. The Contract Work Hours Act contains the overtime requirement and uses basic rate of pay as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

d) Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

e) Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the state agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

f) Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

g) Sole Proprietorships / Independent Contractors / Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as owner is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

h) Apprentices / Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program**. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the trade depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a helper. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

ATTACHMENT II
Davis Bacon Prevailing Wage General Decision (Rates)

"General Decision Number: FL20220123 02/25/2022

Superseded General Decision Number: FL20210123

State: Florida

Construction Type: Heavy

County: Marion County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
---	---

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.
---	--

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for

performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

ELEC1205-004 06/07/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 27.80	7.72+14%

ENGI0925-011 06/01/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Oiler.....	\$ 22.91	11.50

IRON0808-008 02/03/2020

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 28.28	14.70

LABO0517-002 05/01/2020

	Rates	Fringes
LABORER: Grade Checker.....	\$ 20.51	9.39

PAIN0088-008 06/01/2021

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 20.21	12.38

* SUFL2009-162 06/24/2009

	Rates	Fringes
CARPENTER.....	\$ 15.80	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.23 **	2.15
LABORER: Common or General.....	\$ 9.85 **	1.53
LABORER: Landscape.....	\$ 7.25 **	0.00
LABORER: Pipelayer.....	\$ 9.76 **	1.13

	Rates	Fringes
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63 **	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59 **	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator.....	\$ 14.10 **	1.34
OPERATOR: Bulldozer.....	\$ 13.40 **	1.19
OPERATOR: Crane.....	\$ 21.30	0.00
OPERATOR: Grader/Blade.....	\$ 16.00	2.84
OPERATOR: Loader.....	\$ 11.31 **	2.02
OPERATOR: Mechanic.....	\$ 14.32 **	0.00
OPERATOR: Roller.....	\$ 10.03 **	0.00
OPERATOR: Scraper.....	\$ 11.00 **	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 14.63 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.06 **	2.18
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21 **	1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at:

<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey.

Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014

indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations.

Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board).

Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

END OF APPENDIX B

SECTION 00800

TECHNICAL SPECIAL PROVISIONS

PART 1 - GENERAL

1.01 GENERAL

The Special Provisions of these specifications are intended as modifications or supplements to Information for Bidders and the Technical Specifications, in the intent that any provisions of this section shall govern. If at any time the plans or specifications for this project are unclear, the Contractor shall contact the Engineer immediately. For those situations where details are not included in the plans or miscellaneous work arises during the project which is not covered by the plans or specifications for this project, the materials used and construction performed shall be in accordance with **Marion County Land Development Code 2020**, *FDOT Standard Specifications for Road and Bridge Construction*, *FDOT Roadway and Traffic Design Standards*, *AWWA Standards*, *Recommended Standards for Water Works (Ten State Standards for Water)*, latest editions.

All improvements shall be made in accordance with the Marion County Land Development Code (LDC) and these Technical Specifications. Discrepancies and inconsistencies between LDC requirements and these Specifications shall be resolved by ENGINEER and the Marion County Utilities Director.

Marion County Land Development Code 2020, can be accessed at the following web site:

https://library.municode.com/fl/marion_county/codes/land_development_code

1.02 CONSTRUCTION STAKEOUT

Contractor's Surveyor shall establish Reference Points and Benchmarks for the project. It will be the responsibility of the Contractor to perform all necessary construction stakeout for the project scope of work.

1.03 TESTING

The Contractor will designate an independent, ASTM certified testing laboratory to be used for the testing of materials to be used in the project and will pay the costs incurred by that laboratory. The Contractor shall furnish certified results of all tests to the Engineer.

A. Density Testing for Backfill & Compaction:

Compaction Test Requirements: Compaction test results shall be submitted for all work. Results of compaction tests shall meet minimum requirements prior to proceeding with the next stage of the work, including placement of new facilities into operation. Results shall be provided to the Engineer for approval prior to the next stage of work. One complete set of all test reports shall be submitted with the "As Built" (Record Drawings) package to Engineer upon project completion.

SECTION 00800

TECHNICAL SPECIAL PROVISIONS

The Contractor shall employ a certified independent testing laboratory and shall pay for all required compaction density tests. Compaction density testing shall be included in the cost of pipe installation.

The laboratory shall submit one copy of the certified test reports, after testing in each phase, to the Engineer for review.

Compaction Density: Refer to MCLDC Section 7.1.3.G. for earthwork backfill compaction requirements within roadway. For paved and unpaved roadways and traffic areas, from right-of-way line to right-of-way line, including all structures and railroad crossings, shall be 98% of the maximum density as determined by AASHTO T-180 with a minus 3% tolerance. For outside of the right-of-way, but within dedicated utility maintenance easements, shall be 95% of the maximum density as determined by AASHTO T-180 with a minus 3% tolerance.

Contractor shall conduct and complete all backfill density testing in accordance with Marion County Land Development Code. Test reports shall be provided to Engineer prior to payment for pipe installed.

C. Electronic Video Inspection Test:

All completed wastewater gravity mains shall be inspected with video recording prior to final acceptance. This inspection shall be performed by the Contractor and monitored by the Engineer with technical assistance from Owner. Copies of video reports and electronic video data of each test shall be supplied to the Engineer and Owner on DVD's, CD's or Thumb Drives by the Contractor.

Procedures for Electronic Video Tests for Sanitary Sewer Mains

All sanitary sewer mains shall be televised utilizing a 360-degree pan and tilt color camera. The camera shall be of the self-propelled tractor type, with a pool depth measuring device mounted to the front, capable of being read as the tractor moves and capable of accurately measuring depth of standing water up to and including 1-inch. The camera shall produce videotape with an audio track to narrate each taped test run. A linear footage reload shall be visual as the camera progresses through the test run. A pull type camera may be used only as a system backup.

All sanitary sewer mains shall be televised (Videoed) in an upstream direction wherever possible.

Inverts shall be constructed in manholes prior to Video work.

Preliminary videotaping for the Contractor's own use may be done at any time; however, the Engineer shall be present during all videotaping for project final acceptance and the procedures listed herein shall be followed.

At least 24-hours prior to, and no more than 48-hours prior to televising, sufficient water shall be run through each section of main until water runs through each

SECTION 00800

TECHNICAL SPECIAL PROVISIONS

downstream manhole. No lines shall be televised which are dry or that enough water has not run through to reach the end of each section.

Any pipeline dips in the mains found shall be reviewed and the Engineer, with technical assistance from Owner, shall decide to accept the main as is, or to have the dip removed. Pipelines with depressions of 1-inch or greater in depth shall not be acceptable. Unacceptable pipelines shall be adjusted, or removed and replaced.

D. System Testing:

System testing shall be scheduled by the Contractor and conducted in the presence of the Engineer or his designated Engineer representative with the County's utility staff representative present for the following:

1. Gravity Sewer System Flushing.
2. Electronic Video Inspection.

E. Test Results:

The Contractor shall furnish to the Engineer certified results of the density tests and a certificate of compliance for all pressure tests simultaneously with requests for payment for pipe installed.

1.04 INSPECTIONS

The Engineer or an authorized engineer representative will periodically conduct construction inspections. The Contractor shall complete each specific item of work listed below which pertains to the project and notify the Engineer or his representative at least 24 hours in advance of a request for inspection. The Contractor's project superintendent shall be present at all inspections and upon request by the inspector, furnish construction equipment to aid in the inspection.

The following are mandatory inspections, which shall be conducted when the item of work applies to the subject project.

1. All gravity sewer system flushing
2. Semi-final Inspection - When all construction is completed. The Contractor, Inspector, and Engineer shall prepare a punch list at this time.
3. County Inspections – Contractor shall coordinate and call for all County required inspections.
4. When punch list items are completed. The Contractor, Inspector, Engineer and Owner's representative shall conduct an inspection. Any corrections found necessary as a result of this inspection shall be rectified immediately.
5. Final Inspection - Final inspection will be conducted following all corrections made.

All inspections shall be requested, conducted and approved by the Engineer or his representative prior to approval of the payment request for the item of work.

SECTION 00800

TECHNICAL SPECIAL PROVISIONS

1.05 OWNER TESTING/INSPECTION

The Owner reserves the right to enter upon the project at any time for purposes of inspection of the work to obtain samples of materials for testing by its laboratory.

The results of any such inspections or testing will be discussed with the Engineer if necessary. Owner forces will not intercede between the Contractor and the Engineer.

1.06 REGULATIONS

The Contractor shall take care to strictly observe all applicable FDOT, OSHA, State, Local or other Federal Standards with respect to the safety of persons during construction.

1.07 LEGAL REQUIREMENTS

The Contractor's attention is directed to the safety regulations promulgated by the State of Florida, Department of Commerce and to the provisions of Chapter 403, Florida Statutes, regarding control of air and water pollution as well as the Rules and Regulations of the Department of Environmental Regulation, particularly Chapter 62-500 and 62-555.

The Contractor shall be responsible for obeying all Federal, State, County, by-laws, ordinances, resolutions, and regulations which pertain to his work.

Agreements and easement rights between the Marion County and others have been obtained for particular areas of the project. The Contractor shall be responsible for compliance with all provisions set forth in said agreements and easement conditions as they may pertain to the performance of contractors work.

Permits Obtained by Owner for this project include for following:

- A. Marion County Right of Way Use Permit #2021071956
- B. Marion County Lane/Road Closure Permit

The Public shall, at all times be protected from hazard areas of the work site by use of barriers, barricades, silt fence, or other safety devices, appropriate to maintain public safety.

1.08 EROSION CONTROL and STORMWATER POLLUTION PREVENTION PLAN

The Contractor shall put into place erosion control measures as necessary to prevent erosion of the contractor's work area and to maintain slopes and grades. Contractor shall be responsible for obtaining and implementing a dewatering permit from St. Johns River Water Management District and an NPDES General Permit from Florida Department of Environmental Protection, if applicable, for dewatering operations in excess of 10,000 gallons per day. If Dewatering volume exceeds 300,000 gallons per day or Dewatering Activities exceed 30 days, Contractor shall submit to St. Johns River Water Management District Form No. 40C-2.900(12) Notice to District of Dewatering Activity. Dewatering operations shall be designed and executed in accordance with **Technical Specification Section 02140 Dewatering.**

SECTION 00800

TECHNICAL SPECIAL PROVISIONS

The Contractor shall perform all clearing and grubbing for tree and vegetation removal necessary for the pipeline and project component installations in accordance with Section 7.1.3.F of the *Marion County Land Development Code 2020*. Contractor shall remove from the site and properly dispose of all cleared trees, debris, vegetation and related items. NO cleared vegetation shall remain within Marion County right of way. NO burning is allowed on this project.

1.09 EXISTING UTILITIES

Existing utility poles, boxes and underground cables, pipelines, structures, equipment and appurtenances and similar utilities are to be protected and/or supported where construction passes under or close to said utilities. The Contractor shall coordinate with the Owners of the existing utilities to provide support of any and all utility adjustments, where and when required.

The location of existing utilities, as shown on the plans, are approximate and are based on the utility designation conducted by George F. Young, Inc. prior to site survey and utility company information provided to the Surveyor and Engineer during the survey data collection. Actual field locations of utilities may vary. The Contractor is responsible for field location of all existing utilities, structures, and appurtenances prior to commencing construction in any specific project area.

1.10 UTILITIES PROVIDED BY OWNER

There shall be NO utilities provided by OWNER. Services such as portable toilet facilities, drinking water, site lighting, etc. are not provided. General contractor shall provide all services necessary to perform work. Marion County Utilities will provide the source for water to fill and flush pipelines provided the source water is supplied through a temporary jumper connection.

Marion County Utilities can furnish water for pipe filling and flushing from the connection points at fire hydrant located along Emerald Court. Contractor shall obtain and pay for a construction water meter for the project to record all water used and pay for all water in accordance with current utility rates. Payment for this item shall be included in the bid item for testing.

1.11 MAINTENANCE OF TRAFFIC

Contractor shall reference terms and conditions defined in the Marion County Right-of-Way Utilization Permit for this project. Contractor shall provide written notification to property owners of any proposed work for driveway entrances. As a minimum, notification shall be received 72 hours in advance of work. Contractor shall provide copy of notification letter to the Owner and Engineer. Temporary road stabilization shall be provided following disturbance of roadway so that resident's vehicles may access their home site.

SECTION 00800

TECHNICAL SPECIAL PROVISIONS

1.12 RESIDENT DRIVEWAY ACCESS AND PARKING

The Contractor shall coordinate with the local residents with restricted driveway accessibility during construction for provisions of temporary driveway access and parking. Should working conditions prohibit ability of residents and their guests from parking in their driveway, a designated location shall be provided adjacent to the project work zone which may provide adequate temporary parking.

1.13 MAIL SERVICES

The Contractor shall coordinate with the United States Postal Service to provide temporary P.O. box access for public with mail access limited by construction.

1.14 SOLID WASTE SERVICES

The Contractor shall coordinate with the local residents and their respective solid waste collection services to provide temporary solid waste disposal services for the residences within the construction work zone.

1.15 MATERIALS STORAGE

Any stored materials and equipment shall be the sole responsibility of Contractor. Contractor shall be responsible to secure equipment laydown and storage areas and obtain written permission from private landowners for equipment storage site(s) if obtained along the project area.

1.16 SODDING AND GRASSING

Contractor shall reference *Marion County Land Development Code* specifically section 7.1.3.0 for grassing requirements.

1.17 ELECTRONIC LOCATOR WIRE

- A. For open-cut trench pipe installations the Electronic Locator Wire (locate wire) shall be 10 gauge, single strand, UF-rated (direct burial) copper wire with PVC insulation jacket. Plastic ties for attaching the wire to the pipe shall be plastic, zipper type ties. Ground Clamps shall be bronze-serrated head with brass-bronze screws. Wire connectors shall be pinpoint wire connectors by Duraline or pre-approved equal. Wire shall be green in color for forcemain and blue in color for watermain.
- B. For all horizontal directional drill pipe installation locations, the electronic locator wire shall be 12 gauge SoloShot EHS (extra High strength) wire as manufactured by Copperhead Industries, LLC, Monticello, MN or approved equal. Two strands shall be used for all pipe installed by horizontal directional drill. Wire shall be blue in color for watermain.
- C. No Locate wire splices shall be allowed underground. Splicing connections shall have individual access through 2" PVC piping (Locate Wire Riser) that is capped no less than finished grade and no more than one inch (1") above finished grade.

SECTION 00800

TECHNICAL SPECIAL PROVISIONS

The length of the wire within the locate wire riser shall be capable of extending a minimum 12" above final grade.

1.18 DEVIATION FROM MARION COUNTY LAND DEVELOPMENT CODE

The following sections of the Marion County Land Development Code (MCLDC) shall be revised as applicable for this project.

- A. MCLDC Section 7.2.6.F(6) and (7) – Leakage testing of the gravity sewer mains may not be possible due to sequence and methods of construction and requirements to maintain sewer services to homes. As noted in MCLDC Section 7.2.6.F(4), a leakage test may be required for gravity sewers, at the discretion of MCUD.

END OF SECTION

BID 23B-002
Unit 16 Water and Sewer Extensions
DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS
*****USE ADDITIONAL PAGES, IF NECESSARY*****

Name of Firm _____

Please list all subcontractors and suppliers to be used in connection with your performance of the Contract. The County reserves the right to accept or reject any subcontractor based on past performance, location, or any other grounds that may conflict with the best interests of Marion County Board of County Commissioners.

Sub Name: _____

Point of Contact: _____ Phone Number _____

Physical Office Address: _____

Email Address _____

County in which business is registered as an entity: _____

Firm's % of Workload/Responsibility under this project _____

Firm is a Joint Venturer (partner in this project) Subcontractor* FEID #: _____

*If above is a Subcontractor, the Prime intends to use the proposed firm for the following task(s):

Sub Name: _____

Point of Contact: _____ Phone Number _____

Physical Office Address: _____

Email Address _____

County in which business is registered as an entity: _____

Firm's % of Workload/Responsibility under this project _____

Firm is a Joint Venturer (partner in this project) Subcontractor* FEID #: _____

*If above is a Subcontractor, the Prime intends to use the proposed firm for the following task(s):

Sub Name: _____

Point of Contact: _____ Phone Number _____

Physical Office Address: _____

Email Address _____

County in which business is registered as an entity: _____

Firm's % of Workload/Responsibility under this project _____

Firm is a Joint Venturer (partner in this project) Subcontractor* FEID #: _____

*If above is a Subcontractor, the Prime intends to use the proposed firm for the following task(s):

*Use additional pages in necessary to list ALL Subcontractors and Suppliers

This document must be completed and returned with your Submittal

SIMILAR WORK DETAIL

Provide at least three (3) unique references for similar work that your company has completed.

Entity Name:	
How the scope of work applies to this ITB:	
Entity Address:	
City, State, ZIP:	Phone Number:
Point of Contact:	E-mail:
FOR COUNTY USE ONLY BELOW THIS LINE	
Work completed on-time:	Work completed within contracted budget:
Work completed in accordance with SoW:	Work completed in a professional manner:

Entity Name:	
How the scope of work applies to this ITB:	
Entity Address:	
City, State, ZIP:	Phone Number:
Point of Contact:	E-mail:
FOR COUNTY USE ONLY BELOW THIS LINE	
Work completed on-time:	Work completed within contracted budget:
Work completed in accordance with SoW:	Work completed in a professional manner:

Entity Name:	
How the scope of work applies to this ITB:	
Entity Address:	
City, State, ZIP:	Phone Number:
Point of Contact:	E-mail:
FOR COUNTY USE ONLY BELOW THIS LINE	
Work completed on-time:	Work completed within contracted budget:
Work completed in accordance with SoW:	Work completed in a professional manner:

This document must be completed and returned with your Submittal

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/we _____

(Insert full name of Contractor)

as Principal, hereinafter called the Principal, and _____
(Insert full name and address or legal title of Surety)

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

called the Obligee, in the sum of _____
(Written Amount)

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

WHEREAS, the Principal has submitted a bid for _____
(Insert Bid Number and/or Title/Description of project)

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

Signed and sealed this _____ day of _____, 20 _____.

(Witness)

(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title)

*In the event the firm has submitted a Cashier's Check in lieu of the Bid Bond, payment from a minimum of the top
three (3) ranked firms (subject to change) shall remain in the custody of Procurement Services until a contract is
executed with the recommended firm, and approved by the County. Once notified, firms are responsible for picking up
bond checks, or submitting a courier number (FedEx, UPS). Firms requesting Bid Bonds be returned by standard USPS
delivery must request this service in writing via email or fax, relieving the County of all liability for lost or misdirected
mail.*

Acknowledged, Print Name, Date

Signature

This document must be completed and returned with your Submittal

CONFLICT OF INTEREST STATEMENT

Florida Statute §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the County either directly or indirectly. Therefore, please indicate if the following applies:

PART 1.

- I am an employee, public officer, or an advisory board member of the County (LIST).
NAME: _____
- I am the spouse or child of an employee, public officer or advisory board member of the County.
NAME: _____
- An employee, public officer, or advisory board member of the County, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of any business entity. For the purposes of FS §112.313, indirect ownership does not include ownership by a spouse or minor child.
NAME: _____
- Respondent employs or contracts with an employee, public officer, or advisory board member of the County.
NAME: _____
- Principal or Agent is former employee of MCBCC with less than one (1) year of inactive service.
NAME: _____
- NONE OF THE ABOVE

PART 2.

Are you going to request an advisory board member waiver?

- I will request an advisory board member waiver under FS §112.313(12)
- I will NOT request an advisory board member waiver under FS §112.313(12)
- N/A

The County shall review any relationship which may be prohibited under the Florida Ethics Code and will disqualify any vendor whose conflicts are not waived or exempt.

COMPANY _____

PRINTED NAME _____

SIGNATURE _____

\This document must be completed and returned with your Submittal

BID 23B-002
Unit 16 Water and Sewer Extensions
PART 2 - INTENT AND GENERAL INFORMATION

Thank you for your interest in working with Marion County. Pertinent information and required documents regarding this bid as part of a responsive offer are listed below:

2.1 INVITATION TO BID: Sealed bids will be received by the Marion County Procurement Services Department at 2631 SE Third St, Ocala, Florida 34471 on behalf of the Board of County Commissioners, until the date and time indicated on the Cover Page for this project. Marion County may award this bid to one or more vendors, unless specifically noted.

QUESTIONS/CLARIFICATIONS/PRE-BID MEETING: If scheduled, attending this non-mandatory meeting is strongly recommended as the project's scope of work, procedures, and specifications will be discussed at this time, and it is the only time during this open-bid process vendors may ask questions *directly of the end user*. All other questions must be made only to Procurement, and must be received by the date indicated on the Cover Page to be considered. Technical and/or specification questions will not be answered over the phone; they must be submitted by fax or email, and when clarified by addendum, shall be acknowledged on the Bid Cover Page.

PROHIBITION OF LOBBYING: To ensure fair consideration for all proposers, The County prohibits communication to or with any department or employee during the submission process, except as provided in this section. Additionally, the County prohibits communication initiated by a proposer to any county official or employee evaluating or considering the proposals (up to and including the County Administrator or Board of County Commissioners) before the time an award decision has been made. Any communication between proposer and the County will be initiated by the Procurement Services staff in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

2.2 HOW TO SUBMIT A BID: Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required previously stated information appears on the outer package or envelope used by such service. Include all required documents having authorized signatures; itemized and included herein, all must be received in a sealed package prominently marked on the outside with the contact's name, phone number, fax number, e-mail address (if applicable), company name, address along with the project title: **23B-002 - Unit 16 Water and Sewer Extensions**. DEADLINE and receiving location for submittals in response to this Invitation to Bid is listed on the Cover Page. Submissions by fax or other electronic media will not be accepted *under any circumstances*. Proposers who fail to include the project title or number on the envelope face may be deemed "non-responsive," and such proposers shall have no grounds of protest in the event their submittals are opened in error. The County is not responsible for, and will not accept or consider late offers due to delays caused by any mail, package or courier service, including the US mail, or caused by any other occurrence.

2.3 HOW TO ASSEMBLE YOUR BID: The following documents and forms must accompany any offer submitted **in the order identified**, and will be the basis for review and award. *Please do not include items not requested*. A submittal returned without these documents may deem the offer non-responsive. Marion County reserves the right to request additional information from any vendor prior to award. **Documents included with this Bid package*

- _____ *Vendor Certification/Addendum Acknowledgement/Cover Page
- _____ *Bid Form(s) - (Leave no blanks; indicate N/A or No Bid where applicable)
- _____ *Disclosure of Subcontractors and Suppliers
- _____ *Appendix B, ARPA Clauses and Federal Requirements

- _____ *Similar Work Detail (minimum of 3) (no older than the past 5 years)
- _____ *Conflict of Interest Statement
- _____ *Bid Bond (or cashier's check) in the amount of 5% of the base bid
- _____ Company W-9
- _____ Certificate of Insurability - as noted in Section 1.7
- _____ Proof of firm entity location (tangible tax listing, firm license or registration on www.sunbiz.org, or other type of location documentation)
- _____ Proof of Vendor's Registration with E-Verify
- _____ Copy of any applicable and current license or certification required by the City/County/State

2.4 AWARD: Awards of contracts and/or purchases shall be to the lowest most responsible bidder. In determining the lowest responsible bidder and that purchase or contract that will best serve the interests of the County. ***The Marion County Board of County Commissioners may reject a bid based on past performance of Contractor.*** The Procurement Services Director, as appropriate, shall consider, but shall not be limited to, in addition to price, the items as listed below:

- The ability, capacity and skill of the bidder to perform under the terms of the bid documents.
- Whether the bidder can perform the contract or provide the materials or service promptly, or within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The quality of performance of previous contracts and the providing of materials and/or services.
- The previous and existing compliance by the bidder with laws and ordinances relating to the contract, or the providing of materials or services.
- The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the materials or services.
- The quality, availability and adaptability of the supplies, equipment, or contractual services to the particular use required.
- The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- The number and scope of conditions attached to the bid.

2.5 THIS SECTION DOES NOT APPLY

2.6 BONDING AND RETAINAGE:

- **Payment and Performance Bond** – It is the County's preference to require public works construction bonds (Payment & Performance or P&Ps) for all construction work at any value, however for those under \$200,000 P&Ps may be waived at the using department's discretion when presented as an alternate on the Bid Form. Any Public Works construction project of which the value exceeds \$200,000 as a result of this contract must be P&P bonded with the awarded contractor per Florida Statute §255.05, and have those P&Ps recorded with the Clerk of the Court, and verified by Procurement before any work can commence.
- **Bid Bond**, acceptable to the Board of County Commissioners; or a Cashier's Check (Bid Security) payable to the Marion County Board of County Commissioners in the total amount of five percent (5%) of the total base bid amount shall accompany any bid. A Bid Bond/Bid Security constitutes a pledge by the Bidder that upon award, he will enter into a Contract with the Owner on the terms stated in his Bid. Bid securities of all bidders will be returned upon execution of contracts by the awarded firm.
- **Retainage**, at the using department's discretion (excluding construction which is required), up to five percent (5%) of progress payments for a project as a result of this contract may be withheld until Final Payment.

2.7 INSURANCE(S) REQUIRED Proof of insurability - The submittal shall contain proof of insurability issued by a company authorized to do business in the State of Florida, and with an A.M. Best Company rating of at least A- for the required insurance(s) listed below. Self-Insured companies that cannot be rated, will also

be considered.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor 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 Liability policy.

NOTE! If awarded a contract, vendor will be required to attain and provide a Certificate of Insurance that meets all requirements listed above, references the project number and shows Marion County named as additional insured.

2.8 BILLING COMPLIANCE: Firm should be able to provide a variety of options for invoice and statement formats to accommodate the specific needs of the County. Depending on the number of departments utilizing the contract, needs of the County can vary throughout the length of the contract. This may include the ability to separate County departments' or department divisions' billing to meet the needs of the County.

2.9 ACKNOWLEDGEMENT OF CONTRACTOR RESPONSIBILITIES: Contractor shall review and acknowledge all addenda issued to date on the Cover Page. Agent understands timely commencement may be considered in award of this Bid, and cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify services will meet or exceed Bid requirements. I, the undersigned, declare I have carefully examined the Bid, specifications, terms and conditions as applicable, and I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare I have not divulged, discussed or compared this Bid with any other Offeror and have not colluded with any Offerors or parties to a Bid whatsoever for any fraudulent purpose.

2.10 TENTATIVE SCHEDULE: It is the intent of the County to award this project to the lowest, responsive, responsible contractor; determining this award includes, but is not limited to the ability of the Contractor to adhere to the Project Manager's intended and projected schedule, identified below. Meeting the schedule below is required to maintain the **Utilities** budgeted projects for this fiscal year. Other than extensions in the bidding process, delays without the Project Manager's prior written approval are not acceptable.

Anticipated Award Date by BCC or Administration	January 17, 2023
Contracts & Bonds Presented to Contractor	<i>within 2 days from award</i>
Contracts & Bonds Due back to Procurement	<i>within 7 days from award</i>
Anticipated Contractor START date (NTP)	TBD

The contract time for this project is calendar days to Substantial Completion, allowing an additional calendar days to reach Final Completion (including County observed holidays). No work is permitted during any holiday, weekend day or outside the established County workday timeframe, unless approved by the County forty-eight (48) hours in advance. At the Pre-Construction Conference, Contractors shall submit a schedule for performing the work. The Notice to Proceed will not be issued until all required documentation is received by the County. Time shall begin upon issuance of a Notice to Proceed by the County. Adjustments or extensions to the Substantial Completion or Final Completion dates are only acceptable when in writing, issued by the Marion County Procurement Services Department in the form of a Revised Notice to Proceed or Change Order. **Liquidated Damages** - Damages to the County as a result of the contractor's delay shall be assessed for this project at **\$250** per calendar day for any day beyond established completion schedules established herein.

2.11 WARRANTY: CONTRACTOR warrants to COUNTY that all labor furnished to progress the Work under this Agreement will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Agreement. All Work not conforming to these requirements may be considered defective. When not specifically identified in the bid documents, the warranty shall commence upon release of final retainage.

2.12 PUBLIC RECORDS COMPLIANCE SERVICES/CONSTRUCTION IF NO AGREEMENT:

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

1. Keep and maintain public records required by the County to perform the service.
 - The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. ([See https://dos.myflorida.com/library-archives/records-management/general-records-schedules/](https://dos.myflorida.com/library-archives/records-management/general-records-schedules/))
 - Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the County. CONTRACTOR'S records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
2. 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 copies within a reasonable time at a cost that does not exceed the cost provided for by law. If a CONTRACTOR does not comply with the County's request for records, the County shall enforce the provisions in accordance with the contract.
3. Ensure that project 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 County.
4. 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 County 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 the completion of the contract, the

CONTRACTOR shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT MARION COUNTY PROCUREMENT AT (352) 671-8444, BY MAIL AT 2631 SE 3rd ST, OCALA, FL 34471 OR BY EMAIL AT PROCUREMENT@MARIONCOUNTYFL.ORG.

A CONTRACTOR who fails to provide the public records to the County within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

BID 23B-002

Silver Springs Shores Unit 16 Water and Sewer Extensions

PART 3 - GENERAL CONDITIONS - Revised 1/11/21

3.1 PUBLIC ENTITY CRIME: A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Bids 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 in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

3.2 INDEMNIFICATION : The Contractor agrees to indemnify and hold harmless Marion County and its elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the firm.

3.3 ANTI TRUST LAWS: By submission of a signed Bid, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

3.4 DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original County format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document, or is altered from its originally distributed format/content.

3.5 FUNDING: Obligation of the County for payment to a Contractor is limited to availability of funds appropriated in a current fiscal period, and continuation of contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

3.6 INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the Bid Contract Documents. Any inquiry or request for interpretation received by the Marion County Procurement Services Department before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established Bid opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Bidder fails to acknowledge receipt of such addenda or addendum, his bid will nevertheless be construed as though it had been received and acknowledged and the submission of his

bid will constitute acknowledgment of the receipt of same. All addenda are a part of the BID FORMS and each Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each bidder to verify that he has received all addenda issued before bids are opened.

In the case of unit price items, the quantities of work to be done and materials to be furnished under this Bid Contract are to be considered as approximate only and are to be used solely for the comparison of bids received. The County and/or his CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other bid/proposal Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

3.7 GOVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

3.8 PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of Bids, will be available for public inspection ten days after opening of the Bids or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the Bids must make an appointment by calling the Marion County Procurement Services Department at (352) 671-8444. All Bids submitted in response to this solicitation become the property of the County. Unless information submitted is proprietary, copy written, trademarked, or patented, the County reserves the right to utilize any or all information, ideas, conceptions, or portions of any Bid, in its best interest.

3.9 TAXES: Marion County Board of County Commissioners, Florida, is exempt from sales and excise taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

3.10 NON-COLLUSION DECLARATION: By signing this ITB, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the work for which their Bid has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements 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 any other Bidder, or any person interested in the proposed work.

3.11 BIDDER RESPONSIBILITY: Invitation by the County of Marion to vendors is based on the recipient's specific

request and application to DemandStar by Onvia at www.DemandStar.com [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State and County law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

3.12 OWNERSHIP OF SUBMITTALS: All correspondence relating to or in reference to this ITB, and all other documentation submitted by the vendors will become the property of the Marion County Board of County Commissioners. Reference to literature submitted with a previous Bid will not relieve the Bidder from including required documents with this Bid.

3.13 EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the Bid Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

3.14 VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Procurement Services Department will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the U. S. Postal Service.

3.15 LONG TERM CONTRACT AND ECONOMIC CHANGE: During the life of the contract, if circumstances (e.g.: fuel costs) arise beyond the Contractor's control creating a need for a price adjustment, the Contractor may submit a request for such adjustment. Requests may only be submitted once per calendar year and will be considered a temporary adjustment. Temporary shall mean price adjustments are monitored in association with market fluctuations. All price adjustments are subject to Board approval. If approved, price adjustments would only be in effect until reasonable market stability has occurred. At that time, all pricing would revert to original contract pricing.

3.16 MARION COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, reserves the right to reject any and/or all submittals, reserves the right to waive any informalities or irregularities in the examination process, and reserves the right to award contracts and/or in the best interest of the County. Submittals not meeting stated minimum terms and qualifications may be rejected by the County as non-responsive. The County reserves the right to reject any or all submittals without cause. The County reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Board of County Commissioners of Marion County, or who has failed to perform faithfully any previous contract with the County or with other governmental agencies.

3.17 PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this ITB become public records subject to the provisions of Chapter 119, Florida Statutes. **DETAIL OF SUBMITTALS/PUBLIC**

RECORDS EXEMPTION: §119.07, F.S., the Public Records Law. Florida law provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the County in connection with any solicitation response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or thirty (30) days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in §119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The County's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the County and the County's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the County's treatment of records as public records. §286.0113, F.S. Provides that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. Neither bidders, nor the public will be permitted to sit in on meetings wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings are subject to disclosure at the time of an intended award decision or within thirty (30) days of the bid or proposal opening, whichever is earlier.

3.18 VERIFICATION OF TIME: Atomic time is hereby established as the Official Time for Marion County Solicitations. All times stated in solicitation generated by the Marion County Procurement Services Department will refer to atomic time.

3.19 PREPARATION OF BIDS: Signature of the Bidder: The Bidder must sign the BID FORMS in the space provided for the signature. If the Bidder is an individual, the words "doing business as ____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Bidder is a corporation, the title of the officer signing the Bid on behalf of the corporation must be stated and evidence of his authority to sign the Bid must be submitted. The Bidder shall state in the BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price bid for each item shall be on a lump sum or unit price basis according to specifications on the BID FORM. The bid prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Bid Price/Total Contract Sum Bid: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices bid and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the BID FORM. In the event that there is a discrepancy on the BID FORM due to unit price extensions or additions, the corrected extensions and

additions shall be used to determine the project bid amount.

3.20 TABULATION: Those wishing to receive an official tabulation of the results of the opening of this Bid shall request a copy of the tabulation in accordance with public records policy.

3.21 OBLIGATION OF WINNING BIDDER: The contents of the Bid of the successful Bidder will become contractual obligations if acquisition action ensues. Failure of the successful Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

3.22 AWARD OF BID: It is the County's intent to select a vendor within **sixty (60) calendar days** of the deadline for receipt of Bids. However, Bids must be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of Bids.

3.23 ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as Marion County may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The County reserves the right to make investigations of the qualifications of the firm as it deems appropriate.

3.24 PREPARATION COSTS: The County of Marion shall not be obligated or be liable for any costs incurred by Bidders prior to issuance of a contract. All costs to prepare and submit a response to this ITB shall be borne by the Bidder.

3.25 TIMELINESS: All work will commence upon authorization from the County's representative (Marion County Procurement Services Dept). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

3.26 DELIVERY: All prices shall be FOB Destination, Ocala, Florida, inside delivery unless otherwise specified.

3.27 PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Marion County Procurement Services Department. These packages are available for pickup or email at no additional charge. NO BID FORMS will be faxed. If requested to mail, the Bidder must supply a courier account number (UPS, FedEx, etc). Bidders are required to use the official BID FORMS, and all attachments itemized herein, are to be submitted as a single document. BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay DemandStar fees or shipping), unless otherwise noted.

3.28 MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Bidder may Bid any brand for which he is an authorized representative, which meets or exceeds the Bid specification for any item(s) and for a County-approved equivalent as specified in writing by addendum to the ITB. Requests for equivalents shall be made prior to the Last Day for Questions, and shall include all materials necessary for the County or Engineer of Record to

determine how the equivalent request meets or exceeds the minimum standard or product identified, and not be an exception thereto. Reference to literature submitted with a previous Bid will not satisfy this provision. The County's Procurement Services Department is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the County unless evidenced by a Change Notice issued and signed by the Procurement Services Director, or designated representative.

3.29 QUANTITIES: Quantities specified in this Bid are estimates only and are not to be construed as guaranteed minimums.

3.30 SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Bidder's expense. Each sample shall be labeled with the Bidder's name, manufacturer brand name and number, Bid number and item reference. Samples of successful Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the County within a reasonable time as deemed appropriate.

3.31 ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGYBACK"): The Vendor by submitting a bid/proposal acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being proposed in this bid/proposal, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot Piggy-Back.

3.32 PAYMENT TERMS: If payment terms are not indicated, terms of NET 30 DAYS shall be applied by the County. Payment terms to apply after receipt of invoice or final acceptance of the product/service, whichever is later. Payment terms offering less than 20 days for payment will not be considered. However the County has implemented a *Visa* credit card program. As a card-accepting vendor, some of the benefits of the program are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, deal directly with the cardholder (in most cases). Vendors accepting payment by the County's p-card (Visa) may not require the County (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a Transaction. Merchant shall not process p-card payments until merchandise/service has been received by the County, in good condition.

3.33 DRUG FREE WORKPLACE CERTIFICATION: As part of my submittal for this project, and authorization on the Acknowledgement and Acceptance Form, and in accordance with Florida Statute 287.087, the person submitting for this ITB attests this firm:

- Publishes a written statement notifying the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions will be taken against violations of such prohibition.
- Informs employees about dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and penalties may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services under bid or proposal, a copy of the statement specified above.
- Notifies the employees as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction or pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.

3.34 EMPLOYEE ELIGIBILITY VERIFICATION:

County hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below. Beginning January 1, 2021, Section 448.095, F.S., requires Contractor to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits Contractor from entering into this Contract unless it is in compliance therewith. Information provided by Contractor is subject to review for the most current version of the State or Federal policies at the time of the award of this Contract.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, Contractor has agreed to perform in accordance with the requirements of this subsection and agrees:

- (a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- (b) County shall immediately terminate Contractor if County has a good faith belief that Contractor has knowingly violated Section 448.09(1), F.S., that is, that Contractor knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.

- (c) If Contractor enters into a contract with a subcontractor, Contractor shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- (d) Contractor shall maintain a copy of such affidavit for the duration of this Contract and provide it to County upon request.
- (e) Contractor shall immediately terminate the subcontractor if Contractor has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- (f) If County has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), F.S., but that Contractor has otherwise complied, County shall promptly order Contractor to terminate the subcontractor. Contractor agrees that upon such an order, Contractor shall immediately terminate the subcontractor. Contractor agrees that if it should fail to comply with such an order, County shall immediately terminate Contractor.
- (g) If County terminates this Contract with Contractor, Contractor may not be awarded a public contract for a least one (1) year after the date of termination.
- (h) Contractor is liable for any additional costs incurred by County as a result of a termination under this subsection.
- (i) Any such termination under this subsection is not a breach of this Contract and may not be considered as such.
- (j) Contractor shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to County or other authorized governmental entity.
- (k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Contract and County may treat a failure to comply as a material breach of this Contract.

3.35 EVALUATION, ACCEPTANCE OR REJECTION OF PROPOSAL:

The County may, at its sole and absolute discretion reject any and all, or part of any and all, responses; re-advertise this ITB; postpone or cancel at any time this ITB process; or waive any irregularities in this ITB or in any responses received as a result of this ITB. The Marion County Board of County Commissioners may reject a bid based on past performance of Contractor or any of the following:

- If bid form furnished or authorized is not used or is altered;
- If bid form or any required supplemental documents are incomplete, contain any additions, deletions, conditions, or otherwise fail to conform to County's requirements;
- If Bidder adds any provisions reserving the right to reject or accept the award, or enter into the contract;
- If Bid or Bid Bond is not properly executed, or shows an incorrect amount;
- If Bid fails to include a unit price or lump sum price for every bid item as required;
- If County reasonably deems Bid Bond inadequate;
- If Bidder fails to acknowledge receipt of any or all addenda;
- If County deems any of the bid prices to be excessively unbalanced either above or below the amount of a reasonable bid price for the item of Work to be performed or product provided, to the potential detriment of County; or

- If bid prices cannot be read clearly.

3.36 OBJECTIVITY: In order to ensure objective supplier performance and eliminate unfair competitive advantage, suppliers that develop or draft specifications, requirements, statements of work and invitations for bids or requests for proposals are excluded from competing for such procurements.

3.37 FOR FEDERAL AND/OR FDOT FUNDING – TITLE VI/ NONDISCRIMINATION POLICY STATEMENT – APPENDIX A & E: 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:

- **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety*

Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - cancellation, termination or suspension of the contract, in whole or in part.

Compliance with Nondiscrimination Statutes and Authorities: 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); and 49 CFR Part 21; 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); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); 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, 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 C.F.R. 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).

- **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

3.38 Contractor Conduct: These Guidelines cover any contractor, business, firm, company or individual (hereinafter “contractor”) doing work on Marion County property, as well as the contractor’s employees, agents, consultants, and others on County property in connection with the contractor’s work or at the contractor’s express or implied invitation.

Courtesy and Respect: Marion County is a diverse government institution and it is critical that all contractors and their employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.

Language and Behavior: Contractors and their employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on County property is not permitted under any circumstance.

No Weapons, Alcohol, or Drugs: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by any contractor or contractor’s employee is prohibited. Offenders will be removed from County property and/or reported to law enforcement.

Smoking: Contractors and their employees are not permitted to smoke in or near any of the County buildings.

Fraternization: Contractors and their employees may not fraternize or socialize with County staff.

Appearance: Contractors and their employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. Marion County has the right to decide if such clothing is inappropriate.

Reporting: The Contractor is required to report any matter involving a violation of these rules of conduct to Marion County Procurement. Any matter involving health or safety, including any altercations, should be reported to Marion County Procurement Services immediately.

The Contractor is responsible for his/her employees, agents, consultants and guests. If prohibited conduct does occur, the contractor will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from County property and prohibited actions could result in the immediate termination of any contract or agreement with Marion County.

3.39 Scrutinized Companies, pursuant to Section 287.135, F.S.:

A. Certification.

1. If the Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:

- a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
- b. Engaged in business operations in Cuba or Syria.

2. If the Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:

- a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
- b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and

CONTRACTOR is found to meet any of the following prohibitions:

- a. Submitted a false certification as provided under Section 287.135(5), F.S., or
- b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.

2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:

- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:

- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.
- 1. Was entered into or renewed on or after July 1, 2018, and
 - 2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

THE CONDITIONS HEREIN ARE ACKNOWLEDGED BY YOUR SIGNATURE ON THE BIDDER COVER PAGE