

**CONTRACT DOCUMENTS &  
TECHNICAL SPECIFICATIONS**

**FOR THE**

**TAYLOR COASTAL WATER SYSTEM  
IMPROVEMENTS PROJECT  
8-INCH WELL CONSTRUCTION**

**PREPARED FOR THE**

**TAYLOR COASTAL WATER AND SEWER DISTRICT**

**DEWBERRY PROJECT NO. 50083283**

**AUGUST 2024**



**1479 TOWN CENTER DRIVE  
SUITE D214  
LAKELAND, FL 33803**

**TAYLOR COASTAL WATER AND SEWER DISTRICT  
WATER SYSTEM IMPROVEMENTS PROJECT  
8-INCH WELL CONSTRUCTION**

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**SECTION 00010  
ADVERTISEMENT FOR BIDS  
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**TAYLOR COASTAL WATER SYSTEM  
IMPROVEMENTS PROJECT  
8-INCH WELL CONSTRUCTION  
BID**

This project consists of the Taylor Coastal Water System Improvements located at 18780 Beach Road, Perry FL 32348.

Technical specifications and Bid Documents can be obtained at Dewberry, 1479 Town Center Drive, Suite D214, Lakeland, FL 33803 - (863) 345.1467. The contact at Dewberry is Audrey Booth.

An **optional pre-bid meeting** will be held for the bidding contractors at TAYLOR COASTAL WATER AND SEWER DISTRICT (hereinafter called the "OWNER") 18820 Beach Road, Perry 32348 on September 11, 2024 a site visit will be immediately following the meeting.

Bids will be received until 10:00 AM EDT, September 24, 2024, at the Taylor Coastal Water and Sewer District, 18820 Beach Road, Perry Florida 32348, and will be opened and read aloud. All Bids shall be submitted in a sealed envelope clearly marked for "Taylor Coastal Water and Sewer District – Water System Improvements 8-inch Well Construction". A Bid Bond or Cashier's Check in the amount of 5% of Bid shall accompany Bid. The OWNER reserves the right to reject any and all bids. The OWNER also reserves the right to reject contractors who do not meet the minimum required standards and are not qualified to perform the work. All Bids shall be firm for a period of 90 days after opening. This includes material prices. The bid must conform to Section 287.133(3) Florida Statutes, on public entity crimes.

All bidders shall comply with all applicable state and local laws concerning licensing, registration, and regulations of contractors doing business in Florida.

**Respondents to this solicitation or persons acting on their behalf may not contact between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.**

**The District shall award the contract to the lowest responsive and responsible bidder.**

Advertisement Date:

**END OF SECTION 00010**

**SECTION 00020**  
**INFORMATION FOR BIDDERS**

Bids will be received by the TAYLOR COASTAL WATER AND SEWER DISTRICT (hereinafter called the "OWNER"), at 18820 Beach Road, Perry Florida 32348 until **10:00 AM EDT, September 24, 2024** then opened and publicly read immediately thereafter.

Each Bid must be submitted in a sealed envelope addressed to Taylor Coastal Water and Sewer District, 18820 Beach Road, Perry Florida 32348. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for **Taylor Coastal Water and Sewer District – Water System Improvements 8-inch Well Construction** and the envelope should bear on the outside the Bidder's name, address, and license number (if applicable), and the name of the project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the OWNER at Taylor Coastal Water and Sewer District 18820 Beach Road, Perry Florida 32348 FL.

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be written in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Three original copies of the Bid forms are required.

The OWNER may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above-scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered, no exceptions. No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the Bidder.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedules by examining the site and reviewing the drawings and specifications (including any Addenda issued). After Bids have been submitted, the Bidder shall not assert there was misunderstanding concerning the quantities of Work or of the nature of the Work to be done.

The OWNER shall provide to BIDDERS prior to Bidding, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

If necessary, the ENGINEER will issue Addenda to the Contract Documents. The Bidder shall submit all questions or alternates in writing 7 days prior to the Bid Date.

The Contract Documents contain the provisions required for construction of the Project. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the Bidder or relieve the Bidder from fulfilling any of the conditions of the contract.

Additionally, the following sections must accompany the Bid:

1. Section 00262 – Public Entity Crimes Statement.
2. Section 00302 – Anti-Collusion Statement
3. Section 00303 – Conflict of Interest.
4. Section 00304 – Drug-Free Workplace Statement

The party to whom the Contract is awarded will be required to execute the Agreement within **10** calendar days from the date the Notice to Proceed is delivered to the Bidder. The Notice to Proceed shall be accompanied by the necessary Agreement. In the event that the BIDDERS fail to execute the Agreement, the OWNER may consider the Bidder in default.

Within **10** days of receipt of acceptable Performance Bond, Payment Bond and Agreement signed by the awarded Bidder, the OWNER shall also sign the Agreement and return an executed duplicate of the Agreement to the awarded Bidder. Should the OWNER not execute the Agreement within such period, the Bidder may by Written Notice withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The OWNER and ENGINEER may make such investigations as deemed necessary to determine the ability of each Bidder to perform the Work, and the Bidder shall furnish to the OWNER and the ENGINEER all such information and data for this purpose as the OWNER and the ENGINEER may request. The OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the OWNER that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein. A conditional or qualified Bid will not be accepted.

An award will be made to the lowest responsible qualified Base Bidder, as determined by the OWNER and the ENGINEER. The OWNER shall award the Contract to the lowest responsive and responsible Bidder; provided, however, the OWNER reserves the right to award the Contract to a Bidder who is not the lowest responsive and responsible Bidder if the OWNER determines in its reasonable discretion that another Bid offers the OWNER a better value based on the reliability, quality of service, or product of such other Bidder. In the event the OWNER awards the Contract to a Bidder other than the lowest responsive and responsible Bidder, the OWNER shall state the basis on which the award is being made. Bidders must meet the required minimum standards to be considered for this bid. Failure to meet any single criteria is grounds for rejection of the bid. OWNER may deem a bidder not responsible based on the answers to the questionnaire. OWNER reserves the right to reject any bid deemed not responsible. Minimum qualifications to submit bids are as follows:

1. Current Florida Well Drillers License.
2. 5 years of experience in projects of similar scope and nature.

3. 5 projects completed within the last 5 years of similar type, size, and nature as the proposed project.

Additional Criteria to be used to establish responsibility of the bidder:

4. Positive References.
5. SAM.gov debarment report.
6. Available resources.
7. Other comments and information provided in the bid package.

Each Bidder may attach to its Bid any information or documentation it believes is relevant to addressing the factors of reliability, quality of service and product, as such factors pertain to the Work or services to be provided under the Contract to be awarded pursuant to this Advertisement for Bids. Any such information or documentation is to consist of no more than 10 pages, single sided, each page no larger than 8.5 inch by 11 inch.

The OWNER reserves the right, either before or after Bid Opening, but prior to Contract award, to request from any Bidder such information or documentation addressing the factors of reliability, quality of service or product, as the OWNER may determine is reasonably necessary to assist it in deciding which Bid offers the OWNER the better value.

Furthermore, each Bidder (by submitting a Bid) is deemed to have authorized the OWNER to conduct such investigations as the OWNER may determine are reasonably necessary to assist it in deciding which Bid offers the OWNER the better value. The OWNER in making any decision as to which Bid offers the OWNER the better value may rely on any such information or documentation, either as part of its Bid or pursuant to a request from the OWNER, the Bidder will be deemed to have certified and warranted to the OWNER the accuracy and correctness of any such information and documentation.

Further, in making any decision as to which Bid offers the OWNER the better value, the OWNER also may rely on its own investigations or its own records and knowledge concerning the Bidder, including the Bidder's personnel, work product, and prior work history.

All applicable laws, ordinances, and rules and regulations of all authorities having jurisdiction over construction of the Project shall apply throughout the Contract.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with Contract Documents, and Technical Specifications. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to its Bid.

The low Bidder of each Contract shall supply the names and addresses of major material suppliers and subcontractors when required to do so by the OWNER.

## **PUBLIC RECORDS**

To the extent required by law Consultant shall comply with the Florida Public Records laws expressed in Chapter 119, Florida Statutes, specifically including to:

- A. Keep and maintain public records required by the OWNER to perform the service.
- B. Upon request from the OWNER, provide the OWNER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term and following completion of the Agreement if the Consultant does not transfer the records to the OWNER.
- D. Upon completion of the Agreement, transfer, at no cost, to the OWNER, all public records in possession of the Consultant or keep and maintain public records required by the OWNER to perform the Services. If the Consultant transfers all public records to the OWNER upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the OWNER upon request from the OWNER's custodian of public records in a format that is compatible with information technology systems of the OWNER.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS, THE DISTRICT MANAGER, AT 850-578-3043, [tcwsd@fairpoint.com](mailto:tcwsd@fairpoint.com), 18820 BEACH ROAD, PERRY, FL, 32348**

Point of Contact will be Matt O'Connor, Senior Project Manager, Dewberry at (863) 345-0772 or by e-mail at [moconnor@Dewberry.com](mailto:moconnor@Dewberry.com).

END OF SECTION

**SECTION 00030  
BID**

This \_\_\_\_\_ proposal \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_ ("a corporation," "a partnership," or "an individual") is hereby submitted to Taylor Coastal Water and Sewer District (hereinafter called "OWNER").

In compliance with the OWNER's Advertisement for Bids (Section 00010), the Bidder hereby proposes to perform all Work for the construction of the **TAYLOR COASTAL WATER SYSTEM IMPROVEMENTS PROJECT** in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence Work under this Contract on or before a date to be specified in the Notice to Proceed and to substantially complete the project within **180** consecutive calendar days and to fully complete the project **30** days thereafter. Liquidated damages for failure to fully complete the project within the specified time will be set at **\$250.00** per day.

Bidder agrees to pay liquidated damages, as described herein.

Bidder acknowledges receipt of the following ADDENDUM(s):

Addendum No. \_\_\_\_\_, \_\_\_\_\_, 2024.

Addendum No. \_\_\_\_\_, \_\_\_\_\_, 2024.

Addendum No. \_\_\_\_\_, \_\_\_\_\_, 2024.

Addendum No. \_\_\_\_\_, \_\_\_\_\_, 2024.



**BID SCHEDULE**

<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1. Bonds and Insurance	1	LS	\$	\$
2. Mobilization & Permits	1	LS	\$	\$
3. Clearing and Grubbing	1	LS	\$	\$
4. Well Construction				
16" Surface Casing	40	LF	\$	\$
8" Well Casing	52	LF	\$	\$
7 -7/8" Open Hole	15	LF	\$	\$
5. Grout		CF	\$	\$
6. Development, Water Quality Testing and Data Logging	1	LS	\$	\$
7. Concrete Sealing Block	1	LS	\$	\$
8. Well #3 Abandonment	1	LS	\$	\$
9. Record Documents	1	LS	\$	\$
<b>TOTAL BID</b>			\$	

**Note: For Item 5 (Grout) Bidder to input the estimated quantity for grout which will be based on the bidder's installation method for the casing. This quantity and the unit price entered by the bidder is to be used to complete the total cost for this bid item.**

(See next page for continuation)

By submitting this Bid, the Bidder understands that all items specified in these Contract Documents must be included in the Total Base Bid above.

Respectfully Submitted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

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

SEAL:

(If Bid by Corporation)

END OF SECTION

**SECTION 00040  
BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

\_\_\_\_\_

\_\_\_\_\_,

as Principal, and \_\_\_\_\_,

as Surety, are hereby held and firmly bound unto the \_\_\_\_\_,

as the OWNER in the penal sum of \_\_\_\_\_

for the payment of which, will and truly be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2023. The Condition of the above obligation is such that whereas the principal has submitted to the OWNER, a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the construction of the:

**TAYLOR COASTAL WATER SYSTEM IMPROVEMENTS PROJECT**

NOW THEREFORE:

- A. If said Bid shall be rejected, or
- B. If said Bid shall be accepted and the Principal shall execute and deliver the Agreement in the form of the contract as set forth in Section 00050 (properly completed in accordance with said Bid) and shall furnish a Bond for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform its obligations created by OWNER's acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.
- C. NOW, THEREFORE, if the OWNER shall accept the Bid of the Principal and the Principal shall execute and deliver to the OWNER the required Agreement and within 10 days after the date of a written Notice of Award in accordance with the terms of such Bid, and within said 10 days deliver to the OWNER the required Certificate(s) of Insurance, together with the required Performance and Payment Bonds in an amount of 100% the total Contract Amount as specified in the Bidding Documents or Contract Documents with good and sufficient surety for the faithful performance of the Agreement and for the prompt payment of labor, materials, and supplies furnished in the prosecution thereof or, in the event of the

**TAYLOR COASTAL WATER SYSTEM IMPROVEMENTS PROJECT**

failure of the Principal to execute and deliver to the OWNER such Agreement or to give such bond or bonds, and deliver to the OWNER the required certificates of insurance, if the Principal shall pay to the OWNER the fixed penal sum of \$ \_\_\_\_\_ noted above as liquidated damages, and not as a penalty, as provided in the Instructions for Bidders, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept said Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

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

IMPORTANT - Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION

**SECTION 00050  
AGREEMENT**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between, Taylor Coastal Water and Sewer District hereinafter called "OWNER" and \_\_\_\_\_ doing business as \_\_\_\_\_, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

- A. The CONTRACTOR will commence and complete construction of the **Taylor Coastal Water System Improvements 8-inch Well Construction.**
- B. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Project described herein.
- C. The CONTRACTOR will commence the Work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will substantially complete the Project within **180** consecutive calendar days and fully complete the Project within **30** days thereafter, unless the period for completion is otherwise extended by the Contract Documents. Liquidated damages for failure to fully complete the Project within the specified time will be set at **\$250.00** per day.
- D. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) or as shown in the Bid.
- E. The term "CONTRACT DOCUMENTS" means and includes the following:
  - 1. ADVERTISEMENT FOR BIDS (SECTION 00010)
  - 2. INFORMATION FOR BIDDERS (SECTION 00020)
  - 3. BID (SECTION 00030)
  - 4. BID BOND (SECTION 00040)
  - 5. AGREEMENT (SECTION 00050)
  - 6. PERFORMANCE BOND (SECTION 00060)
  - 7. PAYMENT BOND (SECTION 00070)
  - 8. NOTICE OF AWARD (SECTION 00080)
  - 9. NOTICE TO PROCEED (SECTION 00090)
  - 10. APPLICATION FOR PAYMENT (SECTION 00096)
  - 11. CHANGE ORDER (SECTION 00097)

12. CERTIFICATE OF INSURANCE (SECTION 00099)
13. GENERAL CONDITIONS (SECTION 00100)
14. PUBLIC ENTITY CRIMES STATEMENT (SECTION 00262)
15. ANTI-COLLUSION STATEMENT (SECTION 00302)
16. CONFLICT OF INTEREST (SECTION 00303)
17. DRUG-FREE WORKPLACE STATEMENT (SECTION 00304)
18. FDEP SRF SUPPLEMENTARY CONDITIONS (00800)
19. BABA WAIVER (00810)
20. PREVAILING WAGES DETERMINATION (00820)
21. TECHNICAL SPECIFICATIONS
22. PROJECT DRAWINGS
23. ADDENDA
  - No. \_\_\_\_\_, dated \_\_\_\_\_, 2024
  - No. \_\_\_\_\_, dated \_\_\_\_\_, 2024
  - No. \_\_\_\_\_, dated \_\_\_\_\_, 2024
  - No. \_\_\_\_\_, dated \_\_\_\_\_, 2024

- F. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
- G. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement in **three** copies each of which shall be deemed an original on the date first written above.

(SEAL)

**OWNER**

ATTEST:

**TAYLOR COASTAL WATER AND  
SEWER DISTRICT**

BY \_\_\_\_\_

BY

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

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

NAME \_\_\_\_\_

NAME \_\_\_\_\_

(Please Type)

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

(SEAL)

**CONTRACTOR**

ATTEST:

BY \_\_\_\_\_

BY \_\_\_\_\_

(Signature)

(Signature)

NAME \_\_\_\_\_

NAME \_\_\_\_\_

(Please Type)

(Please Type)

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Employer Identification Number \_\_\_\_\_

**END OF SECTION**

**SECTION 00060  
PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of CONTRACTOR)

\_\_\_\_\_  
(Address of CONTRACTOR)

a \_\_\_\_\_ after called Principal  
and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

**TAYLOR COASTAL WATER AND SEWER DISTRICT**

\_\_\_\_\_  
(Name of OWNER)

**18820 BEACH ROAD, PERRY FLORIDA 32348**

\_\_\_\_\_  
Address of OWNER)

hereinafter called OWNER in the total aggregate penal sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars & \_\_\_\_\_/100 cents (\$\_\_\_\_\_) for  
Contract in lawful money of the United States, for the payment of which sum well and truly to be  
made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly  
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain contract with the OWNER, dated the day of \_\_\_\_\_, 2021, a copy of which is  
hereto attached and made a part hereof for the construction of:

**TAYLOR COASTAL WATER SYSTEM IMPROVEMENTS PROJECT  
8-INCH WELL CONSTRUCTION**



NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the 1 year guarantee period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to Work to be performed thereunder or the Specifications accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to Work or to the Specifications.

PROVIDED, FURTHER, that it is expressly agreed that the Bond shall be automatically and immediately amended, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended.

The term "Amendment," wherever used in this Bond, and whether referring to this Bond, or the Contract Documents, shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this instrument is executed in **three** counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

BY \_\_\_\_\_

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

\_\_\_\_\_  
Witness as to Principal

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

\_\_\_\_\_  
(Surety)

ATTEST:

BY \_\_\_\_\_  
Attorney-In-Fact

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

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

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

NOTE: Date of Bond must not be prior to date of Contract.  
CONTRACTOR's Surety shall use this form along with their personal documentation.

If CONTRACTOR is partnership, all partners should execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

END OF SECTION

**SECTION 00070  
PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

---

(Name of CONTRACTOR)

---

(Address of CONTRACTOR)

a \_\_\_\_\_, hereinafter called Principal and  
(Corporation, Partnership or Individual)

---

(Name of Surety)

---

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

**TAYLOR COASTAL WATER AND SEWER DISTRICT**

---

(Name of Owner)

**18820 BEACH ROAD, PERRY FLORIDA 32348**

---

(Address of Owner)

hereinafter called OWNER, and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) for Contract in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, a copy of which is hereto attached and made a part hereof for the construction of :

**TAYLOR COASTAL WATER SYSTEM IMPROVEMENTS PROJECT**

**8-INCH WELL CONSTRUCTION**

NOW, THEREFORE, if the PRINCIPAL shall properly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorized extensions or modification thereof, including all amounts

due for materials, lubricants, oil, gasoline, coal and coke, fuel, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and for all labor cost incurred in such Work including that by a Subcontractor or supplier of any tier, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the Subcontractors, and persons, firms and corporations having a direct contract with the PRINCIPAL or its Subcontractors.

PROVIDED, FURTHER, that said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to Work to be performed there under or Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant:

- A. Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within 90 days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- B. After expiration of 1 year following the date of which PRINCIPAL ceased work on said Contract, is being understood, however, that if any limitation embodied in the Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this Bond and whether referring to this Bond, or the Contract Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in **three** counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Principal

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

ATTEST:

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

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

\_\_\_\_\_  
Principal

BY \_\_\_\_\_

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

\_\_\_\_\_  
(Surety)

BY \_\_\_\_\_  
Attorney-In-Fact

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

**NOTE:** Date of Bond must not be prior to date of Contract.

If CONTRACTOR is a partnership, all partners should execute Bond. CONTRACTOR's Surety shall use this form along with their personal documentation.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

END OF SECTION

**SECTION 00080  
NOTICE OF AWARD**

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

PROJECT DESCRIPTION:

**TAYLOR COASTAL WATER SYSTEM IMPROVEMENTS**  
**8-INCH WELL CONSTRUCTION**

The OWNER has considered the Bid submitted by you for the above-described Work in response to its Advertisement for Bids dated \_\_\_\_\_ 2024, and Information for Bidders.

You are hereby notified that your Bid has been accepted for items \_\_\_\_\_ in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) as stated in the Information for Bidders, you are required to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and certificates of insurance within 10 calendar days from the date you receive this Notice of Award.

If you fail to execute said Agreement and furnish said Bonds within 10 calendar days from the date of this Notice of Award, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**TAYLOR COASTAL WATER AND SEWER DISTRICT**

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

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

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: \_\_\_\_\_ (Company Name).

This the \_\_\_\_\_ day of \_\_\_\_\_, 2023

By: \_\_\_\_\_ (Print and Sign Name).

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

END OF SECTION

**SECTION 00090  
NOTICE TO PROCEED**

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

PROJECT: **TAYLOR COASTAL WATER SYSTEM IMPROVEMENTS**  
**8-INCH WELL CONSTRUCTION**

You are hereby notified to commence Work in accordance with the Agreement dated \_\_\_\_\_, 2024, on or before \_\_\_\_\_, 2024, and you are to complete the Work within \_consecutive calendar days thereafter. The date of completion of all Work is, therefore, \_\_\_\_\_, 2024.

You are required to return an acknowledged copy of this Notice to Proceed to the OWNER.

**Taylor Coastal Water and Sewer District**

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

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

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: \_\_\_\_\_ (Company Name).

This the \_\_\_\_\_ day of \_\_\_\_\_, 2023

By: \_\_\_\_\_ (Print and Sign Name).

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

END OF SECTION

**CONTRACT CHANGE ORDER**

ORDER NO. _____
DATE: _____, 2023
STATE: <u>FLORIDA</u>
COUNTY: <u>TAYLOR</u>

CONTRACT FOR  
**TAYLOR COASTAL 8-INCH WELL CONSTRUCTION**

OWNER  
**TAYLOR COASTAL WATER AND SEWER DISTRICT**

To \_\_\_\_\_  
 (Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
<b>TOTALS</b>		
<b>NET CHANGE IN CONTRACT PRICE</b>		

JUSTIFICATION:  
 \_\_\_\_\_  
 \_\_\_\_\_

The amount of the Contract will be (Increased/Decreased/Unchanged) by the Sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

The Contract Total including this and previous Change Orders will be: \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

The Contract Period provided for Completion will be (Increased/Decreased/Unchanged): \_\_\_\_\_ Days.

This Document will become a supplement to the contract and all provisions will apply hereto.

Requested \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

Recommended \_\_\_\_\_ (Owner's Architect/Engineer) \_\_\_\_\_ (Date)

Accepted \_\_\_\_\_ (Contractor) \_\_\_\_\_ (Date)



**SECTION 00099  
CERTIFICATE OF INSURANCE**

**Certificate of Insurance**

In consideration of the premiums charged for the insurance policies shown in this certificate, this certificate of insurance is issued to the certificate holder shown below. This certificate does not amend, extend or alter the coverage afforded by the policies listed below except as shown below.

NAME AND ADDRESS OF AGENCY	COMPANIES AFFORDING COVERAGES
	COMPANY LETTER A
NAME AND ADDRESS OF INSURED	COMPANY LETTER B
	COMPANY LETTER C
	COMPANY LETTER D
	COMPANY LETTER E

This is to certify that the insurance policies listed below have been issued to the insured and are in force at this time. It is agreed that none of these policies will be cancelled, non-renewed or reduced in coverage (except in the application of the aggregate liability limits provision) until after 30 days written notice of such action has been delivered to the certificate holder at its address shown below. The policies shown in this certificate are primary to any insurance carried by the certificate holder or any self insurance thereof, with respect to the activities of the insured named above.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE <input type="checkbox"/> X.C.U. COVERAGES <input type="checkbox"/> _____ <input type="checkbox"/> _____				GENERAL AGGREGATE \$ _____ PRODUCT COMP. OPS AGGREGATE \$ _____ PERSONAL & ADVERTISING INJURY \$ _____ EACH OCCURRENCE \$ _____ FIRE DAMAGE (ANY ONE FIRE) \$ _____ MEDICAL EXPENSE (ANY ONE PERSON) \$ _____ SPECIFIC AGGREGATES *(SEE BELOW) \$ AS ABOVE	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> _____				BODILY INJURY (EACH PERSON) \$ _____ BODILY INJURY (EACH ACCIDENT) \$ _____ PROPERTY DAMAGE \$ _____ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ _____	
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ _____ STATUTORY (EACH ACCIDENT) \$ _____ (DISEASE POLICY LIMIT) \$ _____ (DISEASE EACH EMPLOYEE) \$ _____	EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
	<b>WORKER'S COMPENSATION and EMPLOYER'S LIABILITY</b>					
	<b>OTHER</b>					

The City of Panama City Beach is included as an additional insured as respects the General, Automobile, and Excess Liability Policies described herein.

DESCRIPTION OF OPERATIONS/VEHICLE/SPECIAL ITEMS:

\*SPECIFIC AGGREGATE LIABILITY LIMITS APPLY TO:

NAME AND ADDRESS OF CERTIFICATE HOLDER	Date issued:
	Authorized Representative: (Original Signature Required)
	(Print/Type Name)
	Address: Telephone #                      FAX #

**TAYLOR COASTAL WATER AND SEWER DISTRICT**  
**INSTRUCTIONS TO AGENTS IN COMPLETING THE CERTIFICATE OF INSURANCE**

The Florida Department of Insurance has approved the general form and substance of the Taylor Coastal Water and Sewer District (OWNER) Certificate of Insurance form for use in the State of Florida. For further information, please contact the Taylor Coastal Water and Sewer District.

In order to prevent unnecessary follow-up work on the Certificate or delay in the start of your insured's activity under its contract with the OWNER, please follow these instructions:

1. Complete the OWNER's Certificate of Insurance as required in your insured's contract with the OWNER.
2. Show the full name of your insured as shown in its contract with the OWNER.
3. Show the full names of the insurance companies providing coverages.
4. Under the General Liability section, show the coverages applicable by checking the appropriate boxes.
5. If required in your insured's contract with the OWNER, the Specific General Aggregate Limit for the Certificate holder's project or location must be included in the Commercial General Liability Policy and must be shown with a description of the project or location on the line beginning near the bottom of the Certificate titled "Specific Aggregate Liability".
6. Automobile Liability Coverage should be shown as applicable to "any auto" and "hired and non-owned autos" by checking the appropriate boxes.
7. Indicate whether Excess Liability is written on a "claims made" or "occurrence" form. If employers' Liability Coverage is not included, please indicate.
8. Include a brief description of the contract involving your insured in the space provided under the Description of Operations.
9. The liability policies must include the OWNER as an additional insured.
10. Complete the signature section, showing the mailing address, telephone number, and fax number of the Authorized Representative. Please also type the Authorized Representative's name under the signature. Facsimile signature is not acceptable; a manual signature of the Authorized Representative is required.
11. If time is of the essence in submitting this document, you may send a facsimile transmittal; however, you must provide a cover sheet for the document stating the Agent's signature was manually produced and not a "stamped" signature and you must follow-up by mailing the original document back to the Department indicated in the lower left corner of the Certificate.

**END OF SECTION**

**SECTION 00100  
GENERAL CONDITIONS**

- |  |  |
|--|--|
| 1. Definitions                                 | 25. Assignments                            |
| 2. Additional Instructions and Detail Drawings | 26. Indemnification                        |
| 3. Schedules, Reports, and Records             | 27. Subcontracting                         |
| 4. Drawings and Specifications                 | 28. Engineer's Authority                   |
| 5. Shop Drawings                               | 29. Land and Rights-of-Way                 |
| 6. Material, Services, and Facilities          | 30. Guarantee                              |
| 7. Inspection and Testing                      | 31. Arbitration                            |
| 8. Substitutions                               | 32. Taxes                                  |
| 9. Patents                                     | 33. Execution of Contract                  |
| 10. Protection of Work, Property, and Persons  | 34. Contracts and Cooperation              |
| 11. Supervision by Contractor                  | 35. Permits                                |
| 12. Changes in Work                            | 36. Use of Site                            |
| 13. Changes in Contract Price                  | 37. Temporary Facilities                   |
| 14. Claim Period                               | 38. Precautions                            |
| 15. Regular Working Hours                      | 39. Project Layout and Control             |
| 16. Written Notice                             | 40. Testing                                |
| 17. Time for Completion and Liquidated Damages | 41. Disposal of Waste Materials            |
| 18. Correction of Work                         | 42. Warranty of Title and Waiver of Lien   |
| 19. Subsurface Conditions                      | 43. Ownership of Hidden Valuable Materials |
| 20. Suspension of Work, Termination, and Delay | 44. As-Built Plans                         |
| 21. Payments to Contractor                     | 45. Cleanup                                |
| 22. Acceptance of Final Payment as Release     | 46. Conflict of Interest                   |
| 23. Insurance                                  | 47. Gratuities                             |
| 24. Contract Security (Bonds)                  | 48. Protection of Lives and Property       |
|  | 49. Audit and Access to Records            |

## **1. DEFINITIONS**

- 1.1 Wherever used in the Contract Documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications, or corrections.
- 1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.4 BIDDER - Any person, firm, or corporation submitting a Bid for the Work.
- 1.5 BONDS - Bid, Performance, and Payment Bonds and other instruments of surety, furnished by the CONTRACTOR and the CONTRACTOR's surety in accordance with the Contract Documents.
- 1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents or authorizing an adjustment in the Contract Price or Contract Time.
- 1.7 CONTRACT DOCUMENTS - The contract, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Application for Payment, Change Order, Certificate of Insurance, General Conditions, Public Entity Crimes Statement, Anti-Collusion, Conflict of Interest, Drug-Free Workplace, Submittals, Permits and Fees, Project Closeout, All Appendices, and Project Plans/Bid Package.
- 1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the Contract Documents.
- 1.9 CONTRACT TIME - The number of calendar days stated in the Contract Documents for the completion of the Work.
- 1.10 CONTRACTOR - The person, firm, or corporation with whom the OWNER has executed the Agreement.
- 1.11 DRAWINGS - The parts of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the ENGINEER.
- 1.12 ENGINEER - The person, firm, or corporation named as such in the Contract Documents.
- 1.13 FIELD ORDER - A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the ENGINEER to the CONTRACTOR during construction.

- 1.14 NOTICE OF AWARD - The written notice of the acceptance of the Bid from the OWNER to the successful BIDDER.
- 1.15 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the Work and establishing the date for commencement of the Work.
- 1.16 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the Work is to be performed.
- 1.17 PROJECT - The undertaking to be performed as provided in the Contract Documents.
- 1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the Project site or any part thereof.
- 1.19 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, Supplier or Distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
- 1.20 SPECIFICATIONS - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.21 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.22 SUBSTANTIAL COMPLETION - That date certified by the ENGINEER when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.
- 1.23 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a State of Florida agency for participation in the Project and approved by the agency in writing prior to inclusion in the Contract Documents, or such requirements that may be imposed by applicable State of Florida laws or by the OWNER's governing regulations.
- 1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
- 1.25 WORK - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.
- 1.26 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when

posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the Work.

## **2. ADDITIONAL INSTRUCTION AND DETAIL DRAWINGS**

- 2.1 The CONTRACTOR may be furnished with additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the Work required by the Contract Documents.
- 2.2 The additional drawings and instructions thus supplied will become a part of the Contract Documents. The CONTRACTOR shall carry out the Work in accordance with the additional detail drawings and instructions.

## **3. SCHEDULES, REPORTS, AND RECORDS**

- 3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Work to be performed.
- 3.2 Prior to the first partial estimate, the CONTRACTOR shall submit construction progress schedules showing the order in which the CONTRACTOR proposes to carry on the Work, including dates at which the various parts of the Work will be started, estimated date of completion of each part and, as applicable:
  - 3.2.1 The dates at which special detail drawings will be required; and,
  - 3.2.2 Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- 3.3 The CONTRACTOR shall also submit a schedule of payments that the CONTRACTOR anticipates will be earned during the course of the Work.

## **4. DRAWINGS AND SPECIFICATIONS**

- 4.1 The intent of the Drawings and Specifications is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the OWNER.
- 4.2 In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over general Drawings.
- 4.3 Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the CONTRACTOR after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR's risk.

4.4 All measurements and quantities are to be verified by CONTRACTOR prior to material being ordered. Quantities listed in contract documents were provided for bid purpose only and are not to be used for the purpose of ordering material.

## **5. SHOP DRAWINGS**

5.1 The CONTRACTOR shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The ENGINEER shall promptly review all Shop Drawings. The ENGINEER's approval of any Shop Drawing shall not release the CONTRACTOR from responsibility for deviations from the Contract Documents. The approval of any Shop Drawing which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order.

5.2 When submitted for the ENGINEER's review, Shop Drawings shall bare the CONTRACTOR'S certification that he has reviewed, checked and approved the Shop Drawings, and that they are in conformance with the requirements of the Contract Documents.

5.3 Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the ENGINEER. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

## **6. MATERIALS, SERVICES, AND FACILITIES**

6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

6.2 Materials and equipment shall be so stored as to ensure the preservation of quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

6.4 Materials, supplies, or equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies, or equipment to be incorporated into the Work shall not be purchased by the CONTRACTOR or the Subcontractor subject to chattel mortgage or under a conditional sale contract or other agreement by which in interest is retained by the seller.

## **7. INSPECTION AND TESTING**

- 7.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.
- 7.2 The OWNER shall provide all inspection and testing services not required by the Contract Documents.
- 7.3 The CONTRACTOR shall provide at the CONTRACTOR's expense all testing and inspection services required by the Contract Documents.
- 7.4 If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER required certificates of inspection, testing or approval.
- 7.5 Inspections, tests, or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from the obligations to perform the Work in accordance with the requirements of the Contract Documents.
- 7.6 The ENGINEER and the ENGINEER's representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State of Florida agency shall be permitted to inspect all work, materials, payrolls, records or personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.
- 7.7 If any Work is covered contrary to the written instruction of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for the ENGINEER's observation and replaced at the CONTRACTOR's expense.
- 7.8 If the ENGINEER considers it necessary or advisable that covered Work be inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction. If, however, such Work is not found to be defective, the CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, and an appropriate Change Order shall be issued.



## **8. SUBSTITUTIONS**

In cases where two or more products are identified, then the CONTRACTOR may select from the products identified. Whenever a product is identified on the Drawings or Specifications by reference to a brand name with “or approved equal” appended, then the CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER will allow its substitution and use by the CONTRACTOR.

The CONTRACTOR will be required to identify selected items by brand name at the time of bidding. No substitutions will be allowed for these items, after the bids are opened.

## **9. PATENTS**

The CONTRACTOR shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss in account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified. However, if the CONTRACTOR has reason to believe that the design, process, or products specified is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless the CONTRACTOR promptly gives such information to the ENGINEER.

## **10. PROTECTION OF WORK, PROPERTY, AND PERSONS**

10.1 The CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on- or off-site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

10.2 The CONTRACTOR will comply with all applicable law, ordinances, rules, regulations, and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection.

The CONTRACTOR will notify OWNERS of adjacent utilities when prosecution of the Work may affect them.

The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone of whose acts may be liable, except damage or loss attributable to the fault of the Contract Documents or the

acts or omissions of the OWNER, of the ENGINEER or anyone employed by either of them or anyone for whose acts may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

- 10.3 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury, or loss. The CONTRACTOR will give the ENGINEER prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

## **11. SUPERVISION BY CONTRACTOR**

The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

## **12. CHANGES IN THE WORK**

- 12.1 The OWNER may at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by a Change Order.
- 12.2 The ENGINEER, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The CONTRACTOR shall proceed with the performance of any changes in the Work so ordered by the ENGINEER unless the CONTRACTOR believes that such Field Order entitles the CONTRACTOR to a change in Contract Price or Time, or both, in which event the CONTRACTOR shall give the ENGINEER Written Notice thereof within seven days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in Contract Price or Time within 30 days. The CONTRACTOR shall not execute such changes pending the receipt of an executed Change Order or further instruction from the OWNER.

## **13. CHANGES IN CONTRACT PRICE**

- 13.1 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

13.1.1 Unit prices previously approved.

13.1.2 An agreed lump sum.

**14. CLAIM PERIOD**

14.1 No claim of the CONTRACTOR shall be allowed unless 1) CONTRACTOR has given written notice within 14 days of the incident, and 2) Within thirty days after CONTRACTOR has given the written notice, CONTRACTOR submits to OWNER a detailed claim setting forth CONTRACTOR's right to recover any additional costs and lost time as provided in the General Conditions. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

**15. REGULAR WORKING HOURS**

15.1 Regular working hours are defined as up to 9 hours per day, Monday through Friday, beginning no earlier than 7:30 a.m. and ending no later than 5:00 p.m., excluding 30 minutes for lunch and OWNER holidays. Whenever the CONTRACTOR is performing any part of the work, with the exception of equipment maintenance and cleanup, OWNER's representative and/or inspection will be required. Requests to work other than regular working hours must be submitted to the OWNER's designated representative, at least 48 hours prior to any proposed weekend work or scheduled extended workweeks, to give the OWNER ample time to arrange for representation and/or inspection during those periods. Periodic unscheduled overtime on weekdays will be permitted provided that 24 hours notice is provided to the OWNER's designated representative. Maintenance and cleanup may be performed during hours other than regular working hours with no notice. The CONTRACTOR shall not work on any Federal or OWNER holidays.

15.2 CONTRACTOR shall reimburse the OWNER for additional engineering and/or inspection costs incurred as a result of overtime work in excess of the regular working hours. At OWNER's option, overtime costs may either be deducted from the CONTRACTOR's monthly payment request or deducted from the CONTRACTOR's retainage prior to release of final payment. Engineering/inspection costs shall be calculated at the following rates:

Project Manager	\$135.00/hour
Project Engineer	\$95.00/hour
Inspector	\$55.00/hour

**16. WRITTEN NOTICE**

Any claim for an increase or decrease in the contract price shall be based on written notice delivered by the party marking the claim to the other party and to the ENGINEER promptly (but in no event later than fourteen days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim.

Notice of the amount of the claim with supporting data shall be delivered within thirty days after such occurrence.

**17. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- 17.1 The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.
- 17.2 The CONTRACTOR will proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.
- 17.3 If the CONTRACTOR shall fail to complete the Work within the Contract Time, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Bid for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.
- 17.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following and the CONTRACTOR has promptly given Written Notice of such delay to the OWNER or ENGINEER.
- 17.4.1 To any preference, priority, or allocation order duly issued by the OWNER.
- 17.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
- 17.4.3 To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 17.4.1 and 17.4.2 of this article.

## **18. CORRECTION OF WORK**

- 18.1 The CONTRACTOR shall promptly remove from the premises all Work rejected by the ENGINEER for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the OWNER and shall bear the expense of making good all Work of other CONTRACTORS destroyed or damaged by such removal or replacement.
- 18.2 All removal and replacement Work shall be done at the 'CONTRACTOR's expense. If the CONTRACTOR does not take action to remove such rejected Work within 10 days after receipt of Written Notice, the OWNER may remove such Work and store the materials at the expense of the CONTRACTOR.

## **19. SUBSURFACE CONDITIONS**

- 19.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by Written Notice of:
- 19.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
  - 19.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.
- 19.2 The OWNER shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless the required Written Notice has been given; provided that the OWNER may, if the OWNER determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

**20. SUSPENSION OF WORK, TERMINATION, AND DELAY**

- 20.1 The OWNER may suspend the Work or any portion thereof for a period of not more than 90 days or such further time as agreed upon by the CONTRACTOR, by Written Notice to the CONTRACTOR, and the ENGINEER that shall fix the date on which Work shall resume. The CONTRACTOR will resume that Work on the date so fixed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.
- 20.2 If the CONTRACTOR is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, or if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment, or disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the Work or disregards the authority of the ENGINEER, or otherwise violates any provision of the Contract Documents, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and its surety a minimum of ten 10 days from delivery of a Written Notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method the OWNER may deem expedient.

In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such

costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a Change Order.

- 20.3 Where the CONTRACTOR's services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the Contract Documents.
- 20.4 After ten 10 days from delivery of a Written Notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case the CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable profit.
- 20.5 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than 90 days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within 30 days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within 30 days of its approval and presentation, then the CONTRACTOR may after 10 days from delivery of a Written Notice to the OWNER and the ENGINEER terminate the Contract and recover from the OWNER payment for all Work executed and all expenses sustained.

In addition, and in lieu of, terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon 10 days written notice to the OWNER and the ENGINEER stop the Work until paid all amounts then due, in which event and upon resumption of the Work Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

- 20.6 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

20.7 TERMINATION BY THE CITY FOR CAUSE

20.7.1 1 Each of the following acts or omissions of Contractor or occurrences shall constitute an "Event of Default" under the Contract:

20.7.1.1 Contractor refuses or fails to supply enough properly skilled workers or proper Products;

20.7.1.2 Contractor disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;

20.7.1.3 Contractor is guilty of material breach of any duty or obligation of Contractor under the Contract, including, but not limited to, failure to submit certified payrolls electronically; or

20.7.1.4 Contractor has had any other contract with the City terminated for cause at any time subsequent to the effective date of the Contract as set out in the Agreement.

20.7.2 If an Event of Default occurs, City Engineer may, at his option and without prejudice to any other rights or remedies which the City may have, deliver a written notice to Contractor and Surety describing the Event of Default and giving the Contractor 10 days to cure the Event of Default. If after the cure period, Contractor has failed or refused to cure the Event of Default, then City Engineer may deliver a second written notice to Contractor giving notice of the termination of the Contract or of the termination of Contractor's performance under the Contract ("Notice of Termination"). If City Engineer issues a Notice of Termination, then City Engineer may, subject to any prior rights of Surety and any other rights of the City under the Contract or at law:

20.7.2.1. request that Surety complete the Work; or

20.7.2.2. take possession of the site and all materials, equipment, tools, and construction equipment and machinery on the site owned by Contractor; and

20.7.2.3. finish the Work by whatever reasonable method City Engineer may deem expedient.

20.7.3 After Contractor's receipt of a Notice of Termination, and except as otherwise directed in writing by City Engineer, Contractor shall:

1. stop the Work on the date and to the extent specified in the Notice of Termination;

2. place no further orders or subcontracts for Products or services;

3. terminate all orders and subcontracts to the extent that they relate to performance of work terminated;

4. assign to the City, in the manner, at the times, and to the extent directed by City Engineer, all rights, title, and interest of Contractor, under the terminated supply orders and subcontracts. The City may settle or pay claims arising out of termination of the orders and subcontracts;

5. settle all outstanding liabilities and all claims arising out of the termination of supply orders and subcontracts with approval of City Engineer;

6. take action as may be necessary, or as City Engineer may direct, for protection and preservation of property related to the Work that is in possession of Contractor, and in which the City has or may acquire an interest; and

7. secure the Work in a safe state before leaving the site, providing any necessary safety measures, shoring, or other devices.

20.7.4 If the City terminates the Contract or terminates Contractor's performance under the Contract for any one or more of the reasons stated in Paragraph 1, Contractor may not receive any further payment until the Work is complete, subject to Paragraph 5.

20.7.5 If the unpaid balance of Contract Price exceeds the costs of finishing the Work, including liquidated damages and other amounts due under the Contract, the balance will be paid to Contractor. If the costs of finishing the Work exceed the unpaid balance, Contractor shall, within 10 days of receipt of written notice setting out the amount of the excess costs, pay the difference to the City. The amount to be paid to Contractor or the City will be certified by City Engineer in writing, and this obligation for payment shall survive termination of the Contract or termination of Contractor's performance under the Contract. Termination of the Contractor for cause shall not relieve the Surety from its obligation to complete the project.

## 20.8 TERMINATION BY THE CITY FOR CONVENIENCE

20.8.1 City Engineer may, without cause and without prejudice to other rights or remedies of the City, give Contractor and Surety a Notice of Termination with a seven days' written notice.

20.8.2 After receipt of the Notice of Termination, and except as otherwise approved by City Engineer, Contractor shall conform to requirements of Paragraph 3 above.

20.8.3 After receipt of the Notice of Termination, Contractor shall submit to the City its termination Claim, in forms required by City Engineer. The Claim will be submitted to the City promptly, but no later than six months from the effective date of termination, unless one or more extensions are granted by City Engineer in writing. If Contractor fails to submit its termination Claim within the time allowed, in accordance with Paragraph 4, City Engineer will determine, on the basis of available information, the amount, if any, due to Contractor because of termination, and City Engineer's determination is final and binding on the Parties. The City will then pay to Contractor the amount so determined.

20.8.4 City Engineer will determine, on the basis of information available to City Engineer, the amount due, if any, to Contractor for the termination as follows:

20.8.4.1 Contract Price for all work performed in accordance with the Contract up to the date of termination determined in the manner prescribed for monthly payments in Article 9, except no retainage is withheld by the City



either for payment determined by percentage of completion or for materials and equipment delivered to the site, in storage or in transit.

20.8.4.2 Reasonable termination expenses, including costs for settling and paying Subcontractor and Supplier claims arising out of termination of the Work, reasonable cost of preservation and protection of the City's property after termination, if required, and the cost of Claim preparation. Termination expenses do not include field or central office overhead, salaries of employees of Contractor, or litigation costs, including attorneys' fees.

No amount is allowed for anticipated profit or central office overhead on uncompleted work, or any cost or lost profit for other business of Contractor alleged to be damaged by the termination.

20.8.5 Contractor shall promptly remove from the site any construction equipment, tools, and temporary facilities, except the temporary facilities which City Engineer may wish to purchase and retain.

20.8.6 Contractor shall cooperate with City Engineer during the transition period.

20.8.7 The City will take possession of the Work and materials delivered to the site, in storage, or in transit, as of date or dates specified in the Notice of Termination, and is responsible for maintenance, utilities, security, and insurance, as stated in Notice of Termination.

## **21. PAYMENTS TO CONTRACTOR**

21.1 At least 10 days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the Work performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect the OWNER'S interest therein, including applicable insurance. The ENGINEER will, within 10 days after receipt of each partial payment estimate either indicate in writing approval of payment, and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within 10 days of presentation of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 10% of said estimate until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the CONTRACTOR and no additional amounts may be retained unless the ENGINEER certifies that the job is not proceeding satisfactorily but amounts previously retained shall not be paid

to the CONTRACTOR. At 50% completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the CONTRACTOR. When the Work has been substantially completed except for Work which cannot be completed because of weather conditions, lack of materials or other reasons that in the judgment of the OWNER are valid reasons for non-completion, the OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed.

- 21.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
- 21.3 Prior to Substantial Completion, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.
- 21.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the OWNER.
- 21.5 Upon completion and acceptance of the Work, the ENGINEER shall issue a certificate attached to the final payment request that the Work has been accepted under the conditions of the Contract Documents. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within 30 days of completion and acceptance of the Work.
- 21.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER's agents harmless from all claims growing out of the lawful demand of Subcontractors, labors, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools and all supplies, incurred in the furtherance of the performance of the Work. The CONTRACTOR shall, at the OWNER's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, the CONTRACTOR's Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the Contract Documents by the OWNER to the CONTRACTOR and the

OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

- 21.7 If the OWNER fails to make payment thirty 30 days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

## **22 ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment, however, final or otherwise shall not release the CONTRACTOR or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds.

## **23. INSURANCE**

- 23.1. The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from the CONTRACTOR's execution of the Work, whether such execution by the CONTRACTOR, any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- 23.1.1. Claims under workman's compensation, disability benefit, and other similar employee benefit acts;
  - 23.1.2. Claims for damages because of bodily injury, occupational sickness, or death of employees;
  - 23.1.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;
  - 23.1.4. Claims for damages insured by usual personal injury liability coverage which are sustained
    - 23.1.4 .1 By any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or
    - 23.1.4 .2 By any other person; and
    - 23.1.4 .3 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- 23.2. Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the Work. These Certificates shall contain a provision that coverages

afforded under the policies will not be canceled unless at least 15 days prior Written Notice has been given to the OWNER.

- 23.3. The CONTRACTOR shall procure and maintain, at the CONTRACTOR's own expense, during the Contract Time, Liability Insurance as hereinafter specified:
- 23.4. CONTRACTOR's General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting the CONTRACTOR from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations by the CONTRACTOR or by any Subcontractor employed by the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR or by a Subcontractor employed by the CONTRACTOR. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.
- 23.5. The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the Project to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and Subcontractors as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR's surety from obligations under the Contract Documents to fully complete the Project.
- 23.6. The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the Contract Time, in accordance with the provisions of the laws of the State of Florida. Workmen's Compensation Insurance, including occupational disease provisions, for all of the CONTRACTOR's employees at the site of the Project and in case any Work is sublet, the CONTRACTOR shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under Workman's Compensation statute, the CONTRACTOR shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.
- 23.7. The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the Contract Price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the Work is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

## **24. CONTRACT SECURITY (BONDS)**

The CONTRACTOR shall within 10 days after the receipt of the Notice of Award furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions, and agreements of the Contract Documents, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the Work provide by the Contract Documents. Such Bonds shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the State of Florida and named on the current lists of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the CONTRACTOR. If at any time a surety on any such Bond is declared as bankrupt or loses its rights to do business in the State of Florida or is removed from the list of Surety Companies accepted on Federal Bonds, CONTRACTOR shall within 10 days after notice from the OWNER to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such Bond shall be paid by the CONTRACTOR. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the OWNER.

## **25. ASSIGNMENTS**

Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of any right, title or interest therein, or any obligations thereunder, without written consent of the other party.

## **26. INDEMNIFICATION**

- 26.1. The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 26.2. In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

26.3. The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, its agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

## **27. SUBCONTRACTING**

27.1. The CONTRACTOR may utilize the services of specialty subcontracts on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.

27.2. The CONTRACTOR shall not award Work to Subcontractor(s), in excess of fifty (50%) percent of the Contract Price, without prior written approval of the OWNER.

27.3. The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.

27.4. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the Contract Documents.

27.5. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the OWNER.

## **28. ENGINEER'S AUTHORITY**

28.1. The ENGINEER shall act as the OWNER's representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed, and shall interpret the intent of the Contract Documents in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

28.2. The CONTRACTOR will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the Work. Inspections may be at the factory or fabrication plant of the source of material supply.

28.3. The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

28.4. The ENGINEER shall promptly make decisions relative to interpretation of the Contract Documents.

## **29. LAND AND RIGHTS-OF-WAY**

- 29.1. Prior to issuance of Notice to Proceed, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed upon.
- 29.2. The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.
- 29.3. The CONTRACTOR shall provide at its own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or storage of materials.

## **30. GUARANTEE**

The CONTRACTOR shall guarantee all materials and equipment furnished and Work performed for a period of 1 year from the date of Substantial Completion. The CONTRACTOR warrants and guarantees for a period of 1 year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of the damage of other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

## **31. ARBITRATION**

- 31.1. All claims, disputes, and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided by Section 20, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.
- 31.2. Notice of the demand for arbitration shall be filed in writing with the OWNER party to the Contract Documents and with the American Arbitration Association and a copy shall be filed with the ENGINEER. Demand for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.
- 31.3. The CONTRACTOR will carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed upon in writing.

## **32. TAXES**

The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the laws of the State of Florida.

## **33. EXECUTION OF CONTRACT**

- 33.1 The party to whom each contract is awarded will be required to execute the Agreement within ten calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement. In case of failure of the Bidder to execute the Agreement, the OWNER may at its option consider the Bidder in default.
- 33.2 The OWNER within 30 days from receipt of acceptable Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement. Should the OWNER not execute the Agreement within such period, the Bidder may, by written notice, withdraw his signed Agreement. Such notice to withdrawal shall be effective upon by the OWNER's receipt of the notice.
- 33.3 The Notice to Proceed shall be issued within ten 10 days of the execution of the Agreement by the OWNER. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement of the OWNER and the CONTRACTOR. If the Notice to Proceed has not been issued within the 10-day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

## **34.0 CONTRACTS AND COOPERATION:**

- 34.1 At the same time that work under this contract is being provided at the site, there may be other contractors working on the site. The OWNER reserves the right to award other contracts for work to be constructed at the same time, and in connection with, the work included in this contract.
- 34.2 The CONTRACTOR shall cooperate with all other contractors in such a manner, and to such extent, as best to facilitate the completion of the entire Project in the shortest time possible, subject to, at all times, the approval of the ENGINEER. It shall be the duty of each contractor to work with the other contractors, render such assistance, and to arrange his work in such a manner that shall allow the entire Project to be delivered complete and in the best possible condition.
- 34.3 The CONTRACTOR shall keep himself/herself fully informed at all times regarding all details of the work of other contractors working at the site, and he/she shall be responsible for all delays that may result from his failure to install his/her own work in the proper manner and at the proper time.



34.4 The CONTRACTOR shall be responsible for coordinating the relocation of existing utilities (with the respective utility companies) as needed to construct the project.

The OWNER will pay fees charged by the utility company for relocating these utilities.

### **35.0 PERMITS**

35.1 The OWNER will have construction plans approved by all local, city, and state agencies if required. The CONTRACTOR will be responsible for conforming to requirements of these approvals.

35.2 The CONTRACTOR shall notify all permitting agencies when construction commences.

35.3 The CONTRACTOR will procure and pay for all local permits, all special permits, inspection, and other charges required in connection with the Work and provide structural engineering report to ensure roof system meets current building codes.

### **36.0 USE OF SITE:**

36.1 The CONTRACTOR(s) shall confine their use of the site for storage or materials, erection of temporary facilities, and parking of vehicles to areas within his Contract limits as directed by the ENGINEER. The CONTRACTOR shall not unnecessarily encumber the premises at any time.

36.2 Areas of the site in which work under this contract may be performed will be used by other contractors for storage of materials, erection of temporary facilities, and parking of vehicles. Areas used by other contractors will be vacated, as directed by the ENGINEER to permit work under this Contract, provided reasonable notice is given requesting such, all in accordance with this CONTRACTOR's construction schedule.

36.3 Signs or advertisements shall not be displayed on the site or building except with the written consent of the OWNER.

### **37.0 TEMPORARY FACILITIES:**

37.1 The CONTRACTOR shall provide sanitary facilities for his workmen at all times. Sanitary facilities shall be of an approved chemical type with regular servicing, as approved by the ENGINEER and local, state, and federal Health Authorities (as required).

### **38.0 PRECAUTIONS:**

38.1 Attention is called to the fact that the CONTRACTOR is responsible for contacting all utility companies to obtain locations of all existing utilities or obstructions which he may encounter during construction. After location of utilities by the appropriate

utility company, it is the CONTRACTOR's responsibility to protect all such utility lines, including service lines and appurtenances, and to replace at his own expense any which may be damaged by the CONTRACTOR's equipment or other unforeseen forces during construction of the project.

- 38.2 Barricades, Guards and Safety Provisions: To protect persons from injury and to avoid property damage, adequate barricades, construction signs, torches, red lanterns and guards shall be placed and maintained during progress of construction work and until it is safe for both pedestrians and vehicular traffic. Rules and regulations of local authorities regarding safety provisions shall be observed.
- 38.3 Traffic Controls: Trenching and earthwork shall be conducted in a manner to cause the least interruption to traffic. Where traffic must cross open trenches, provide suitable bridges.
- 38.4 Work in Progress: Protect completed work from damage by other work in progress. Maintain such protection as long as work is in progress.
- 38.5 SPECIAL PRECAUTIONS:

The CONTRACTOR shall at all times during construction activity control turbidity caused by construction related acts, by the placement of containment curtains, hay bales or suitable temporary erosion control barriers. The pumping and discharge of trench water shall be in accordance with all local, State, and Federal agencies which control such activities. Any permits for such activities shall be obtained by the CONTRACTOR and the cost of same be included in the bid price submitted.

### **39.0 PROJECT LAYOUT AND CONTROL: (NOT APPLICABLE)**

- 39.1 The OWNER has provided suitable benchmarks and horizontal alignment. These items are shown on the construction drawings. Any of these points which are disturbed or destroyed by the CONTRACTOR shall be replaced at the CONTRACTOR's expense.
- 39.2 The CONTRACTOR shall engage a Professional Surveyor and Mapper registered in the State of Florida to practice land surveying. Said surveyor should carry Professional Liability Insurance. The land surveyor employed for this project must comply with the Minimum Technical Standards for land surveyors in the State of Florida pursuant to Florida Statute 472.027 adopted rule 121HH-29. The CONTRACTOR shall be held responsible for all mistakes that may be caused by the loss of disturbance of the ENGINEER's layout work.
- 39.3 Should the CONTRACTOR in the course of the work find that the points, grades and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the ENGINEER of the discrepancy between actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the drawings. No claim shall be made by the CONTRACTOR against the OWNER

for compensation or damage by reasons of failure of the ENGINEER to represent upon said drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

**40.0 TESTING: (NOT APPLICABLE)**

The CONTRACTOR will furnish and pay for the services of a qualified independent testing laboratory approved by the ENGINEER to provide project quality control if required. It is the CONTRACTOR's responsibility to notify the ENGINEER and testing laboratory as items become ready for tests. Retesting of all testing failures shall be at the CONTRACTOR's expense. Testing laboratory shall work under direction of the ENGINEER. Copies of reports of all tests shall be sent to the CONTRACTOR, the ENGINEER and the OWNER.

**41.0 DISPOSAL OF WASTE MATERIALS:**

No burial of waste materials will be permitted on the premises. The CONTRACTOR shall at all times keep the premises free from accumulations of waste material or debris caused by his employees or work and shall remove same when necessary or required by the ENGINEER.

**42.0 WARRANTY OF TITLE AND WAIVER OF LIEN:**

No material, supplies or equipment for the work shall be purchased by the CONTRACTOR subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier.

The CONTRACTOR warrants good title to all materials, supplies and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the OWNER free from any claims, liens or charges and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for any work covered by this contract shall have any right to a lien upon the premises or any improvements or appurtenances thereon as a result of the CONTRACTOR's failing in his commitment to the OWNER or any person, firm or corporation furnishing any material or labor for any work covered by this contract.

The CONTRACTOR shall not at any time suffer or permit any lien, attachment, or other encumbrances under the law of Florida or otherwise by any person or persons whomsoever to remain on file with the OWNER against any money due or to become due for any work done or materials furnished under the contract or by reason of any other claim or demand against the CONTRACTOR.

Such lien, attachment, or other encumbrance, until it is removed, shall preclude any and all claims or demands for any payment under virtue of the contract.

**43.0 OWNERSHIP OF HIDDEN VALUABLE MATERIALS: (NOT APPLICABLE)**

If the excavation of this project uncovers treasure or valuable materials of any kind buried or

hidden within the work, it shall remain the property of the OWNER, other provisions in the documents to the contrary notwithstanding. Guard same until it is turned over to the OWNER.

**44.0 AS-BUILT PLANS: (NOT APPLICABLE)**

Before final inspection the CONTRACTOR shall turn over to the ENGINEER a set of hand drawn as-builts showing field changes and actual installed conditions. This also includes electrical conduit and valve references with no less than two distances to permanent objects.

The CONTRACTOR shall also provide a digital and hard copy (signed and sealed) of as-builts certified by a Professional Land Surveyor registered in the State of Florida. The as-builts shall include locations of all fittings and valves along with the alignment of the water main. The as-builts shall be in state plane coordinates.

**45.0 CLEANUP:**

Before final inspection and acceptance of the work, the CONTRACTOR shall clean all work areas and remove any and all material from the site. Any leftover unused roofing material will be given to the City or disposed of at their request.

**46.0 CONFLICT OF INTEREST**

The OWNER's officers, employees, or agents shall not engage in the award of administration of the Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- 46.1 The employee, officer or agent;
- 46.2 Any member of their immediate family;
- 46.3 Their partner; or
- 46.4 An organization which employs, or is about to employ, any of the above has financial or interest in the CONTRACTOR.

The OWNER's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from the CONTRACTOR or subcontractor.

**47.0 GRATUITIES**

- 47.1 If the OWNER finds after a notice and hearing that the CONTRACTOR, or any of the CONTRACTOR's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts (or otherwise) to any official, employee, or agent of the OWNER, the State, or other officials in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, the OWNER may, by written notice to the CONTRACTOR, terminate this Contract. The OWNER may also pursue other rights

and remedies that the law or this Contract provides.

However, the existence of the facts on which the OWNER bases such findings shall be an issue and may be reviewed in proceedings under the Remedies Clause of this Contract.

- 47.2 In the event this Contract is terminated as provided in paragraph 50.1 above, the OWNER may pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the Contract by the CONTRACTOR. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the CONTRACTOR incurs in providing any such gratuities to any such officer or employee.

#### **48.0 PROTECTION OF LIVES AND PROPERTY**

- 48.1 In order to protect the lives and health of its employees under the Contract, the CONTRACTOR shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any State Safety and Health agency requirements.
- 48.2 The CONTRACTOR alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

#### **49.0 AUDIT AND ACCESS TO RECORDS**

For all negotiated contracts (except those of \$10,000 or less), the OWNER or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the CONTRACTOR, which are pertinent to the Contract, for the purpose of making audits, examinations, excerpts and transcriptions. The CONTRACTOR shall maintain all required records for three years after final payment is made and all other pending matters are closed.

Contractor shall allow access by the grantee, sub-grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

#### **50.0 RIGHTS AND REMEDIES**

Duties and obligations imposed by the Contract and rights and remedies available thereunder are in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

No act or failure to act by the City or Contractor is a waiver of rights or duties afforded them under the Contract, nor is the act or failure to act constitute approval of or acquiescence in a

breach of the Contract. No waiver, approval or acquiescence is binding unless in writing and, in the case of the City, signed by City Engineer.

## **51.0 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES**

Contractor shall adhere to and comply with 2 CFR 200.321 if subcontracts are to be let under this agreement. The Contractor, if subcontracts are to be let, is required to take the following affirmative steps to ensure that small business firms, minority business firms, women's business enterprises, and labor surplus area firms are used when possible, pursuant to 2 CFR Section 200.321. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Contractor should clearly document the communication and outreach to the certified business. Documentation may include mail logs, phone logs, or similar records documenting the use of the above identified sources of information about MWBES firms, the efforts to contact them, and other efforts to meet the above requirements

## **52.0 EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

- 52.1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The 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, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 52.2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 52.3 The 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.
- 52.4 The 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.
- 52.5 The 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.
- 52.6 In the event of the 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 as 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.
- 52.7 The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 vendor. The 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 vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **53.0 PARTIES IN INTEREST**

The Contract does not bestow any rights upon any third party but binds and benefits the

Parties only. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**54.0 WRITTEN AMENDMENT**

Changes to the Contract that cannot be affected by Modifications, must be made by written amendment, which will not be effective until approved by City Council.

**55.0 COMPLIANCE WITH LAWS**

The Contract does not bestow any rights upon any third party but binds and benefits the Parties only. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**56.0 FEMA FUNDING**

The Contract does not bestow any rights upon any third party but binds and benefits the Parties only. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**57.0 FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**58.0 DHS SEAL, LOGO, AND FLAG**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

**59.0 PROCUREMENT OF RECOVERED MATERIAL**

59.1 In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

59.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

59.1.2 Meeting contract performance requirements; or

59.1.3 At a reasonable price.

59.2 Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.



**60.0 COMPLIANCE WITH THE COPELAND “ANTI-KICKBACK” ACT**

- 60.1 Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 60.2 Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, 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 of these contract clauses.
- 60.3 Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12

**61.0 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

- 61.1 Contractor shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The Contractor shall also comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.

Clean Air Act

- (1) The 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 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as

required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA

## **62.0 CONTRACT WORK HOURS AND SAFETY STANDARDS**

- 62.1 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.
- 62.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor 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 paragraph (1) of this section, 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 paragraph (1) of this section.
- 62.3 Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor 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 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 the clause set forth in paragraph (2) of this section.
- 62.4 Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of 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 paragraphs (1) through (4) of this section.

**65.0 SUSPENSION AND DEBARMENT**

65.1 In order to protect the lives and health of its employees under the Contract, the CONTRACTOR shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any State Safety and Health agency requirements.

65.2 The CONTRACTOR alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

**66.0 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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 shall 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 the recipient.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall

certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official

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Date

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END OF SECTION

**SECTION 00262**  
**SWORN STATEMENT UNDER SECTION 287.133(3)(a),**  
**FLORIDA STATUTES, ON PUBLIC-ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY  
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

A. This sworn statement is submitted to \_\_\_\_\_  
by \_\_\_\_\_  
For \_\_\_\_\_  
Whose business address is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(if the entity has no FEIN, include the Social Security Number of the individual signing  
this sworn statement): \_\_\_\_\_

B. I understand that a “public entity crime” as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency of political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

C. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

D. I understand that “affiliate” as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

1. A predecessor or successor of a person or a corporation convicted of a public entity crime, or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling agreement of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- E. I understand that a “person” as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter in to a binding Contract and which Bids or applied to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “persons” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- F. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.

**[Indicate which statement applies.]**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, share holders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_

\_\_\_\_\_

Notary Public- State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
[printed, typed or stamped  
commissioned name of notary  
public]

END OF SECTION

**SECTION 000302**  
**ANTI-COLLUSION STATEMENT**

I hereby attest that I am the person responsible within my company for the final decision as to the price(s) and amount of this Bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my company.

I further attest that:

- A. The price(s) and amount of this Bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other company or person who is a Bidder or potential Prime Bidder.
- B. Neither the price(s) nor the amount of this Bid have been disclosed to any other company or person who is a Bidder or potential Prime Bidder on this Project and will not be so disclosed prior to Bid Opening.
- C. Neither the prices nor the amount of the Bid of any other company or person who is a Bidder or potential Prime Bidder on this Project have been disclosed to me or my company.
- D. No attempt has been made to solicit, cause or induce any company or person who is a Bidder or potential Prime Bidder to refrain from Bidding on this project, or to submit a Bid higher than the Bid of this company, or any intentionally high or noncompetitive Bid or other form of complementary Bid.
- E. No agreement has been promised or solicited for any other company or person who is a Bidder or potential Prime Bidder on this Project to submit an intentionally high, noncompetitive or other form of complementary Bid on this project.
- F. The Bid of my company is made in good faith and not pursuant to any consultation, communication, agreement, or discussion with, or inducement or solicitation by or from any company or person to submit any intentionally high, noncompetitive, or other form of complementary Bid.
- G. My company has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any company or person, or offered, promised or paid cash or anything of value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by any company or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.



- H. My company has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any company or person, and has not been promised or paid cash or anything of value by any company or person, whether in connection with this or any other Project, in consideration for my company's submitting any intentionally high, noncompetitive or other form of complementary Bid, or agreeing or promising to do so, on this Project.
  
- I. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval, or submission of my company's Bid on this Project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
  
- J. I understand and my company understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment of the true facts relating to submission of Bids for this Contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature	Company Name
Title	Address
Date	Phone Number

END OF SECTION

**SECTION 000303  
CONFLICT OF INTEREST DISCLOSURE FORM**

Please mark which of the following applies to Bidder's company:

\_\_\_\_\_ I hereby attest that no Taylor Coastal Water and Sewer District City Commissioners(s), employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their corporation/partnership/individual business.

\_\_\_\_\_ The following are name(s) and position(s) of person(s) with Bidder's company.

NAME(S)	POSITION(S)
_____	_____
_____	_____
_____	_____
_____	_____

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

Title/Date: \_\_\_\_\_

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

END OF SECTION

**SECTION 000304**  
**STATEMENT UNDER SECTION 287.087**  
**FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH**  
**DRUG-FREE WORKPLACE PROGRAMS**

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the OWNER for the procurement of commodities or contractual services, a bid received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace not later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

---

BIDDER SIGNATURE

END OF SECTION

**SUPPLEMENTARY CONDITIONS (CONSTRUCTION)**

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Florida Department of Environmental Protection  
State Revolving Fund Program  
Supplementary Conditions  
for

Formally Advertised  
Construction Procurement

Revised August 2022

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ENVIRONMENTAL PROTECTION  
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## **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS**

The intent of the Florida Department of Environmental Protection (FDEP) Supplementary Conditions is to complement and supplement other provisions of the Bidding Documents. However, if there is any conflict between the FDEP Supplementary Conditions and other provisions of the Bidding Documents, the FDEP Supplementary Conditions shall take precedence over the other provisions except when the other provisions are similar to, but more stringent than, the FDEP Supplementary Conditions. When other provisions of the Bidding Documents are similar to, but more stringent than, the FDEP Supplementary Conditions, the more stringent provisions shall apply.

### ARTICLE 1 - DEFINITIONS

Wherever used in these Supplementary Conditions (except in the appendices to these Supplementary Conditions), the following terms have the meanings indicated, which are applicable to both the singular and plural thereof.

- 1.1 Addendum - A written or graphic instrument that is issued prior to the opening of bids and that clarifies, corrects, or changes the Bidding Documents.
- 1.2 Agreement or Contract - The written agreement between the Owner and the Contractor covering the Work to be performed and furnished; these Supplementary Conditions and other Contract Documents are attached to the Agreement/Contract and made a part thereof as provided therein.
- 1.3 Bid - The offer or proposal of a bidder submitted on the prescribed form and setting forth the price(s) for the Work to be performed and furnished.
- 1.4 Bidder - Any person, firm, or corporation that submits a bid directly to the Owner.
- 1.5 Bidding Documents - The Advertisement for Bids or the Invitation to Bid, the Instructions to Bidders or the Information for Bidders, the Bid Form, the proposed Contract Documents, and all addenda.
- 1.6 Bond - An instrument of security.
- 1.7 Change Order - A document that is recommended by the Engineer and signed by the Contractor and the Owner; that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time; and that is issued on or after the Effective Date of the Agreement/Contract.
- 1.8 Contract Documents - The Agreement/Contract; the Contractor's Bid when attached as an exhibit to the Agreement/Contract; the Performance and Payment Bond(s); the General Conditions; the Supplementary Conditions (including these Supplementary Conditions); the Specifications (written technical descriptions of material, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto); the Drawings (drawings that show the character and scope of the Work to be performed and furnished); all addenda that pertain to the Contract Documents; and all change orders.
- 1.9 Contract Time - The number of days or the date stated in the Contract Documents for completion of the Work.
- 1.10 Contractor - The person, firm, or corporation with whom or which the Owner enters into the Agreement/Contract.
- 1.11 Effective Date of the Agreement/Contract - The date indicated in the Agreement/Contract on which the Agreement/Contract becomes effective, or if no such date is indicated in the Agreement/Contract, the date on which the Agreement/Contract is signed and delivered by the last of the two parties to sign and deliver the Agreement/Contract.
- 1.12 Engineer - The person, firm, or corporation named as such in the Contract Documents.
- 1.13 Minority Business Enterprise (MBE) - A historically Black college or university or a business that is (a) certified as socially and economically disadvantaged by the Small Business Administration, (b) certified as an MBE by a state or federal agency, or (c) an independent business concern which is at least 51-percent owned and controlled by minority group members. (A minority group member is an individual who is a citizen of the United States and one of the following: [i] Black American; [ii] Hispanic American [with origins from Puerto Rico, Mexico, Cuba, or South or Central America]; [iii] Native American [American Indian, Eskimo, Aleut, or native Hawaiian]; or [iv] Asian-Pacific American

[with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent].)

1.14 Notice to Proceed -The written notice given by the Owner to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform its obligations under the Contract Documents.

1.15 Owner - The local government (municipality, county, district, or authority; or any agency thereof; or a combination of two or more of the foregoing acting jointly) with which the Florida Department of Environmental Protection (FDEP) may execute, or has executed, a State Revolving Fund loan agreement and for which the Work is to be provided.

1.16 Project - The total construction or facilities described in a State Revolving Fund loan agreement between the FDEP and the Owner, of which the Work to be provided under the Contract Documents may be the whole or a part.

1.17 Sponsor – The recipient of the State Revolving Fund loan agreement that provides funds for the project.

1.18 Subcontract - A direct contract between a subcontractor and the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.19 Subcontractor - A person, firm, or corporation having a direct contract with the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.20 Successful Bidder - The lowest responsive, responsible bidder to whom or which the Owner intends to award the Agreement/Contract.

1.21 Women's Business Enterprise (WBE) - A business that is (a) certified as a WBE by a state or federal agency or (b) an independent business concern which is at least 51-percent owned and controlled/operated by women. (Determination of whether a business is at least 51-percent owned by women shall be made without regard to community property laws [e.g., an otherwise qualified WBE that is 51-percent owned by a married woman in a community property state will not be disqualified because the married woman's husband has a 50-percent interest in the married woman's share of the business; similarly, a business that is 51-percent owned by a married man and 49-percent owned by women will not become a qualified WBE by virtue of the married man's wife having a 50-percent interest in the married man's share of the business].)

1.22 Work - The entire completed construction or the various separately identifiable parts thereof required to be performed and furnished under the Contract Documents; Work is the result of performing services, furnishing labor, furnishing material and equipment, and incorporating material and equipment into the construction as required by the Contract Documents.

## ARTICLE 2 - PRIVACY OF AGREEMENT/CONTRACT

2.1. The Owner expects to finance this Agreement/Contract with assistance from the FDEP, which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency (USEPA). Neither the State of Florida nor the United States (nor any of their departments, agencies, or employees) will be a party to this Agreement/Contract or any lower-tier subcontract.

## ARTICLE 3 - PROCUREMENT REQUIREMENTS

3.1. This Agreement/Contract and the Owner's solicitation and award of this Agreement/Contract are subject to requirements contained in Chapter 62-503 (Revolving Loan Program) and/or Chapter 62-552, Florida Administrative Code as applicable.

## ARTICLE 4 - RESOLUTION OF PROTESTS AND CLAIMS/DISPUTES

**Resolution of Protests Concerning the Owner's Solicitation and/or Award of this Agreement/Contract:**

4.1. Protests concerning the Owner's solicitation and/or award of this Agreement/Contract must be filed in writing with the Owner to be considered.

4.2. All timely written protests concerning the Owner's solicitation and/or award of this Agreement/Contract are to be resolved in accordance with the Owner's dispute resolution process. A copy of the ordinance(s), resolution(s), or written policy (policies) that set forth the Owner's dispute resolution process is included elsewhere in the Bidding Documents or is to be made available by the Owner upon request.

4.3. Neither the (FDEP) nor the USEPA will become a party to, or have any role in resolving, protests concerning the Owner's solicitation and/or award of this Agreement/Contract. Protest decisions made by the Owner cannot be appealed to the FDEP or the USEPA.

**Resolution of Claims and Disputes Between the Owner and the Contractor:**

4.4. Unless otherwise provided in the Contract Documents, all claims and disputes between the Owner and the Contractor arising out of, or relating to, the Contract Documents or the breach thereof are to be decided by arbitration (if the Owner and the Contractor mutually agree) or in a court of competent jurisdiction within the State of Florida.

4.5. Neither the FDEP nor the USEPA will become a party to, or have any role in resolving, claims and disputes between the Owner and the Contractor.

ARTICLE 5 - CHANGES TO THE BIDDING AND CONTRACT DOCUMENTS

5.1. All changes to the Bidding Documents made subsequent to the FDEP's acceptance of the Bidding Documents and prior to the opening of bids are to be documented via addendum (addenda) to the Bidding Documents; all changes to the Contract Documents made after the opening of bids are to be documented by change order(s) to the Contract Documents. The Owner shall submit all addenda and change orders to the FDEP.

ARTICLE 6 - BONDS AND INSURANCE

**Bid Guarantees:**

6.1. Each bidder's bid is to be accompanied by a bid guarantee made payable to the Owner in an amount at least equal to five percent of the bidder's maximum bid price and in the form of a certified check or bid bond.

**Performance and Payment Bond(s):**

6.2. The Contractor shall furnish a combined performance and payment bond in an amount at least equal to 100 percent of the Contract Price (or, if required elsewhere in the Contract Documents, the Contractor shall furnish separate performance and payment bonds, each in an amount at least equal to 100 percent of the Contract Price) as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. This(these) bond(s) are to be delivered to the Owner by the Contractor along with the executed Agreement/Contract. The Owner shall forward a copy of this (these) bond(s) to the FDEP.

**Insurance:**

6.3. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, such liability insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims that may arise out of, or result from, the Contractor's performance and furnishing of the Work (whether the Work is to be performed or furnished by the Contractor or any subcontractor at the Work site) and the Contractor's other obligations under the Contract Documents. This insurance is to include workers' compensation insurance, comprehensive general liability insurance, comprehensive automobile liability insurance, and contractual liability insurance applicable to the Contractor's indemnification obligations and is to be written for not less than the limits of liability and coverages determined by the Owner or required by law, whichever is greater.



6.4. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, property insurance upon the Work at the Work site in an amount equal to the full replacement cost of the Work or the full insurable value of the Work. This insurance is to include the interests of the Owner, the Contractor, and all subcontractors at the Work site (all of whom are to be listed as insured or additional insured parties); is to insure against the perils of fire and extended coverage; and is to include "all-risk" insurance for physical loss or damage due to theft, vandalism and malicious mischief, collapse, water damage, and/or all other risks against which coverage is obtainable.

6.5. Before any Work at the Work site is started, the Contractor shall deliver to the Owner certificates of insurance that the Contractor is required to purchase and maintain in accordance with Paragraphs 6.3 and 6.4 of this Article and other provisions of the Contract Documents, and the Owner shall deliver to the Contractor certificates of insurance that the Owner is required to purchase and maintain in accordance with Paragraphs 6.3 and 6.4 of this Article and other provisions of the Contract Documents.

#### ARTICLE 7 - AWARD OF AGREEMENT/CONTRACT

7.1. If this Agreement/Contract is awarded, it is to be awarded to the lowest responsive, responsible bidder. A fixed price (lump sum or unit price or both) agreement/contract is to be used. A clear explanation of the method of evaluating bids and the basis for awarding this Agreement/Contract are included elsewhere in the Bidding Documents. All bids may be rejected when in the best interest of the Owner. After the contract has been awarded, the Owner shall give the Contractor a notice to proceed fixing the date on which the Contract Time will commence to run. The Owner shall forward a copy of this notice to proceed to the FDEP.

#### ARTICLE 8 - ITEMIZED CONSTRUCTION COST BREAKDOWN; CONSTRUCTION AND PAYMENT SCHEDULES

8.1. The Contractor shall submit to the Owner, within ten calendar days after the Effective Date of this Agreement/Contract, an itemized construction cost breakdown and construction and payment schedules.

8.1.1. The itemized construction cost breakdown, or schedule of values, is to include quantities and prices of items aggregating the Contract Price and is to subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices are to include an appropriate amount of overhead and profit applicable to each item of Work.

8.1.2. The construction, or progress, schedule is to indicate the Contractor's estimated starting and completion dates for the various stages of the Work and is to show both the projected cost of Work completed and the projected percentage of Work completed versus Contract Time.

8.1.3. The payment schedule is to show the Contractor's projected payments cumulatively by month.

#### ARTICLE 9 – FDEP/USEPA ACCESS TO RECORDS AND PROJECT SITE

9.1. Authorized representatives of the Owner, the FDEP, and the USEPA shall have access to, for the purpose of inspection, the Work site(s), any books, documents, papers, and records of the Contractor that are pertinent to this Agreement/Contract at any reasonable time. The Contractor shall retain all books, documents, papers, and records pertinent to this Agreement/Contract for a period of five years after receiving and accepting final payment under this Agreement/Contract.

#### **NOTE: ARTICLE 10 ONLY APPLIES TO FEDERAL CAP GRANT PROJECTS**

#### ARTICLE 10 - DISADVANTAGED BUSINESS ENTERPRISES

The goal percent and timetable for Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation in the Work are found in Appendix B. If bidders or prospective contractors (including the Contractor) intend to let any lower-tier goods or services (including construction) subcontracts for any portion of the Work, they shall physically include these percentage goals for MBE and WBE participation in all solicitations for subcontracts and shall take good faith

efforts to assure that MBEs and WBEs are utilized, when possible, as sources of goods and services. Good faith efforts are to include the following:

10.1.1. Require Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

10.1.2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

10.1.3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

10.1.4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

10.1.5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

10.1.6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs 10.1.1 through 10.1.5 of this section.

10.2. Within ten calendar days after being notified of being the apparent Successful Bidder, the apparent Successful Bidder shall submit to the Owner documentation of the affirmative steps it has taken to utilize Minority and Women's Business Enterprises (MBEs and WBEs) in the Work and documentation of its intended use of MBEs and WBEs in the Work. The Owner shall keep this documentation on file and shall forward to the FDEP a copy of the apparent Successful Bidder's documentation concerning its intended use of MBEs and WBEs in the Work.

#### ARTICLE 11 - DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)

##### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

11.1. The bidder certifies, by submission of this proposal, that neither the bidder nor its principals, nor the bidder's subcontractors nor their principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

11.2. Where the bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

11.3. The bidder also certifies that it and its principals and the bidder's subcontractors and their principals:

11.3.1. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

11.3.2. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 11.3.1 of this certification; and

11.3.3. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause or default. Where the bidder is unable to certify to any of the above, such owner shall attach an explanation to this proposal.

11.3.4. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

11.3.5. The bidder shall incorporate the foregoing requirements 11.1 through 11.3 in all subcontracts.

ARTICLE 12 - EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

**12.1. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).** (Applicable to contracts/subcontracts exceeding \$10,000)

12.1.1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

12.1.2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in Florida, are as follows:

Goal for female participation: 6.9 percent statewide

Goal for minority participation: (See Appendix B at FDEP-15 for goals for each county)

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

12.1.3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

12.1.4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the State of Florida.

12.1.5. Contractors shall incorporate the foregoing requirements in all subcontracts.

**12.2. Equal Opportunity Clause** (Applicable to contracts/subcontracts exceeding \$10,000)

During the performance of this contract, the contractor agrees as follows:

12.2.1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

12.2.2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The notice can be obtained online at <https://www.dol.gov/sites/dolgov/files/ofccp/regs/compliance/posters/pdf/eeopost.pdf>. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.

12.2.3. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

12.2.4. The 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.

12.2.5. The 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.

12.2.6. The 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.

12.2.7. In the event of the 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.

12.2.8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs 12.2.1 through 12.2.8 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 vendor. The 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 vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**12.3. The Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)**

12.3.1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
  - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

12.3.2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

12.3.3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

12.3.4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

12.3.5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

12.3.6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

12.3.7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 12.3.7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

12.3.8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (12.3.7a through 12.3.7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

12.3.9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

12.3.10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

12.3.11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12.3.12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

12.3.13. The Contractor, in fulfilling its obligation under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

12.3.14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

12.3.15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

12.4. Pursuant to 41 CFR 60-1.7, if the price of this bid exceeds \$10,000, the bidder, by signing and submitting this proposal, certifies the following:

12.4.1. Affirmative action programs pursuant to 41 CFR 60-2 have been developed and are on file;

12.4.2. Documentation of a previous contract or subcontract subject to the equal opportunity clause is available;

12.4.3. All reports due under the applicable filing requirements have been filed with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission; and

12.4.4. Each prospective construction subcontractor that may be awarded a lower-tier construction subcontract with a price exceeding \$10,000 shall meet the above requirements 12.4.1 through 12.4.3.

12.5. Pursuant to 41 CFR 60-1.8, if the price of this bid exceeds \$10,000, the bidder, by signing and submitting this proposal, certifies the following:

12.5.1. That he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments;

12.5.2. That he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained;

12.5.3. That he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments;

12.5.4. That he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained;

12.5.5. That a breach of this certification is violation of the Equal Opportunity Clause of this contract; and

12.5.6. That he/she will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his/her files.

As used in this certification, the term "segregated facilities" means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise.

12.6. If the price of this Agreement/Contract exceeds \$10,000, the Owner shall give written notice to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of this Agreement/Contract. The notice is to include the name, address, and telephone number of the Contractor; the employer identification number of the Contractor; the dollar amount of this Agreement/Contract; the estimated starting and completion dates of this Agreement/Contract; the number of this Agreement/Contract; and the geographical area in which the Work is to be performed.

12.7. If the price of this Agreement/Contract equals or exceeds \$50,000 and if the Contractor has 50 or more employees, the Contractor shall electronically file Standard Form 100 (EEO-1) online at <https://egov.eeoc.gov/eo1/eo1.jsp> within 30 calendar days after the award of this Agreement/Contract, unless the Contractor has submitted such a report within 12 months preceding the date of award of this Agreement/Contract. In addition, the Contractor shall ensure that each construction subcontractor having 50 or more employees and a lower-tier construction subcontract with a price equaling or exceeding \$50,000 also electronically files this form within 30 calendar days after the award to it of the lower-tier construction subcontract, unless the construction subcontractor has submitted such a report within 12 months preceding the date of award of the lower-tier construction subcontract.



ARTICLE 13 - IMMIGRATION REFORM AND CONTROL ACT OF 1986 (STATE OF FLORIDA EXECUTIVE ORDER 11-116)

The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Contractor shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Contractor shall use the U.S. Department of Homeland Security’s E-Verify Employment Eligibility Verification system (<https://www.e-verify.gov/>) to verify the employment eligibility of:

- all new employees, during the term of this Agreement, to perform employment duties within Florida; and,
- all new employees (including subcontractors and subrecipients) assigned by the Contractor to perform work pursuant to this Agreement.

The Contractor shall include this provision in all subcontracts/subgrants it enters into for the performance of work under this Agreement.

ARTICLE 14 – ENVIRONMENTAL COMPLIANCE

The Contractor, and all subcontractors at any tier, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans).

ARTICLE 15 – FEDERAL LABOR STANDARDS PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with the Federal Labor Standards Provisions as provided in Appendix C. Signing Appendix A certifies compliance with these provisions.

ARTICLE 16 – AMERICAN IRON AND STEEL PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with The American Iron and Steel Provision as provided in Appendix D. Signing Appendix A certifies compliance with these provisions.

ARTICLE 17 - PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
1. The contractor’s maintaining an office or place of business within a particular local jurisdiction;
  2. The contractor’s hiring employees or subcontractors from within a particular local jurisdiction; or
  3. The contractor’s prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

**NOTE: ARTICLE 18 ONLY APPLIES TO FEDERAL CAP GRANT PROJECTS**

**ARTICLE 18 – BUILD AMERICA, BUY AMERICA PROVISION**

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with The Build America, Buy America provision as provided in Appendix E. Signing Appendix A certifies compliance with the Build America, Buy America provision if the project is a Federal Cap Grant project.

**APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS**

CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

This certification relates to a construction contract proposed by \_\_\_\_\_,  
(insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor.

I certify that I have read the Florida Department of Environmental Protection's Supplementary Conditions and agree to incorporate the following articles into the bid and/or contract:

- ARTICLE 11 DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)
- ARTICLE 12 EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)
- ARTICLE 13 IMMIGRATION REFORM AND CONTROL ACT (FLORIDA EXECUTIVE ORDER 11-116)
- ARTICLE 14 ENVIRONMENTAL COMPLIANCE
- ARTICLE 15 FEDERAL LABOR STANDARDS PROVISION
- ARTICLE 16 AMERICAN IRON AND STEEL PROVISION
- ARTICLE 18 BUILD AMERICA, BUY AMERICA PROVISION – IF A FEDERAL CAP GRANT PROJECT

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$2,000. I also agree that I will retain such certifications in my files.

\_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title of Authorized Official [Print or Type])

\_\_\_\_\_  
(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

\_\_\_\_\_  
(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

\_\_\_\_\_  
(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

**APPENDIX B TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS**

**GOALS AND TIMETABLES FOR MINORITIES AND FEMALES**

[Note: These goals and timetables are the goals and timetables referred to in Paragraph 2 of the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)"; these goals and timetables are to be included in all FDEP assisted construction contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

The following goals and timetables for female utilization shall be included in all federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a federal or federally assisted construction contract or subcontract.

Area covered: Goals for Women apply nationwide.

Goals and Timetables

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Timetable	Goals (percent)
Indefinite	6.9

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Goals for minority utilization can be found in the Department of Labor's Construction Contractors Technical Assistance Guide (October 2019), available on the internet at [https://www.dol.gov/sites/dolgov/files/OFCCP/Construction/508\\_cctag\\_12032020.pdf](https://www.dol.gov/sites/dolgov/files/OFCCP/Construction/508_cctag_12032020.pdf). These goals shall be included for each craft and trade in all federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally assisted or non-federally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this Appendix.

**APPENDIX C**  
**TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**SUPPLEMENTARY CONDITIONS**

**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 in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where 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 statement, 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.

## APPENDIX D TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

### American Iron and Steel Requirement

The Contractor acknowledges to and for the benefit of the \_\_\_\_\_ (“Owner”) and the State of Florida (the “State”) that it understands that iron and steel products to be installed as a part of this contract must be in compliance with the requirements in H.R. 3547, “Consolidated Appropriations Act, 2014,” (Appropriations Act). H.R. 3547 includes the following language in Division G, Title IV, Sec. 436, under the heading, “Use of American Iron and Steel,”:

(a) (1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that--

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

# APPENDIX E TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

## Build America, Buy America Requirement

The Contractor acknowledges to and for the benefit of the \_\_\_\_\_ (“Owner”) and the State of Florida (the “State”) that it understands that the products to be installed as a part of this contract must be in compliance with the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. The Act requires the following Buy America preference:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor hereby presents and warrants to and for the benefit of the Owner and State that (a) the Contractor has reviewed and understands the Build America, Buy America Requirement, (b) all of the products used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this Acknowledgement, or information necessary to support a waiver of the Build America, Buy America Requirement, as may be requested by the Owner or the State.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Section 00810



# FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, FL 32399

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Shawn Hamilton**  
Secretary

March 31, 2023

Ms. Lynette Senter  
District Manager  
Taylor Coastal Water & Sewer District  
18820 Beach Road  
Perry, Florida 32348

Re: Build America, Buy America (BABA) Adjustment Period Waiver  
DW620301 – Taylor Coastal Water & Sewer District  
Taylor Coastal Water System Improvements Project  
Base Capitalization Grant Funding

Dear Ms. Senter:

The United States Environmental Protection Agency (US EPA) Memorandum dated September 2, 2022 regarding an adjustment period waiver of BABA for State Revolving Fund (SRF) projects (“BABA Waiver Memo”) allows that a SRF sponsor that can demonstrate it meets a specific condition prior to May 14, 2022 may be eligible for the BABA adjustment period waiver.

Based on the submittal of “Drinking Water State Revolving Fund Loan Agreement DW620300” dated November 6, 2017, the documentation meets the following condition of the BABA Adjustment Period Waiver:

- Submitted a preliminary engineering report, or equivalent;
- Issued a Request for Proposal or execution of a contract for design or engineering services;
- Execution of an SRF assistance agreement that includes design;
- Project designed by the assistance recipient/solicitation of construction contract bids;
- Submitted plans and specifications (do not need to be complete);
- Public referendum or public meeting held regarding proposed project;
- Evidence of new bonds passed or other new funding backing secured for project.

Please note that this waiver is only applicable to BABA and the subject project must comply with other SRF project requirements, such as American Iron and Steel, Davis-Bacon Wages, and Disadvantaged Business Enterprise requirements.

Additionally, as the project is funded with the Base Capitalization Grant Funding a sign must be created indicating the project is funded with federal money. The signage requirements for your project are located at:

Base Capitalization: [https://floridadep.gov/sites/default/files/SRF\\_Signage\\_Guidance.pdf](https://floridadep.gov/sites/default/files/SRF_Signage_Guidance.pdf)

If you have any questions, feel free to contact Paul Brandl at 850-245-2986 or Paul.Brandl@FloridaDEP.gov.

Sincerely,

A handwritten signature in blue ink that reads "Eric Meyers".

Eric Meyers  
Program Administrator  
Drinking Water State Revolving Fund  
Division of Water Restoration Assistance

cc: Trevor Burch - Dewberry

**SECTION 00820**

"General Decision Number: FL20240100 01/05/2024

Superseded General Decision Number: FL20230100

State: Florida

Construction Type: Heavy

Counties: Bradford, Citrus, Dixie, Flagler, Hamilton, Lafayette, Levy, Madison, Sumter, Suwannee and Taylor Counties 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)(1).

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:	. Executive Order 14026 generally applies to the contract.
	. The contractor must pay all covered workers at least \$17.20 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 2024.
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:	. Executive Order 13658 generally applies to the contract.
	. The contractor must pay all covered workers at least \$12.90 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 2024.

The applicable Executive Order minimum wage rate will be





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) (iii)).

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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.

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## 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.

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END OF GENERAL DECISION"

**SECTION 02525**  
**WATER SUPPLY WELL**

**PART 1 - GENERAL**

1.01 DESCRIPTION:

- A. These specifications are for the drilling and testing of one new open-hole Public Water Supply (PWS) well to be located as shown on the construction drawings. The supply well will have a pump capacity of 250 gallons per minute.
- B. It is imperative the completed supply well construction be as specified in these documents.

1.02 SCOPE OF WORK:

- A. Work under this contract shall include:
  - 1. Drilling of one new limestone water supply well with the specified diameters, inside casings, grouting, and testing shall be by the Well CONTRACTOR and in conformance with all rules and regulations of the Suwanee River Water Management District (SRWMD) and Florida Department of Environmental Protection (FDEP).
  - 2. Well development shall be in strict accordance with the specifications. The Well CONTRACTOR is cautioned that up to **TWENTY-FOUR (24) HOURS** of pump development (300 GPM) may be required for new well.
  - 3. Testing of water sources shall be in strict accordance with specification section 2.09 and shall be by the Well CONTRACTOR.
  - 4. Testing for Plumbness and Alignment shall be in strict accordance with specification section 2.10 and shall be performed by the Well CONTRACTOR.
  - 5. Site restoration including grading, finish grading, grassing and repair of surrounding area shall be included.
- B. The division of work between the GENERAL CONTRACTOR and the Well CONTRACTOR shall be coordinated by the ENGINEER.
- C. Well CONTRACTOR is required to visit and inspect the site of the work and inform themselves as to all conditions affecting the cost of the work, as failure to do so will in no way relieve the successful bidder from completing the work in accord with the true intent and meaning of this document without additional cost to the OWNER.
- D. Permits, Certificates, Laws and Ordinances:
  - 1. The Well CONTRACTOR shall, at his own expense, procure all permits, certificates and licenses required of him by law for the execution of his work.

2. The Well CONTRACTOR shall comply with all federal, state or local laws, ordinances, or rules and regulations relating to the performance of the work. The OWNER shall obtain/modify the consumptive use permit.
- E. Boundaries of Work:
1. The OWNER shall provide land or right-of-way for the work specified in this contract and make suitable provisions for ingress and egress: The Well CONTRACTOR shall not enter on or occupy with workers, tools, equipment, or material, any ground outside the property of the OWNER without the written consent of the OWNER of such ground.
  2. Other contractors and employees or agents of the OWNER may for all necessary purposes enter upon the work and premises used by the Well CONTRACTOR; and the Well CONTRACTOR shall conduct his work so as not to unnecessarily impede the work being done by others on or adjacent to the site.
- F. Protection of site:
1. Excepting as otherwise provided herein, the Well CONTRACTOR shall:
    - a. Protect all structures, walks, pipelines, trees, shrubbery, lawns, etc., during the progress of his work.
    - b. Restore the site as nearly as possible to its original condition upon completion of the work, including the replacement at the Well CONTRACTOR's sole expense, of any facility or landscaping which has been damaged beyond restoration to its original condition.
    - c. Water pumped from the well shall be conducted to a place where it will be possible to dispose of the water without damage to property or the creation of a nuisance.
      - 1) Be advised, a National Pollution Discharge Elimination System (NPDES) Permit is required for all discharges to a Water of the U.S. or tributary to Waters of the U.S. (CFR Title 40 – 122).
    - d. **WORK AREAS MUST BE FENCED AND BARRICATED ACCORDING TO ANY APPLICABLE LOCAL, STATE, OR FEDERAL REQUIREMENTS.**

1.03 UTILITIES:

- A. Potable water is available at the site and is to be utilized in the construction of this well. The CONTRACTOR shall provide all necessary transport of the water to the drilling pad.
- B. Electric power necessary for the construction and/or testing of the well shall be provided by the CONTRACTOR. Electric power is not available from the OWNER.

1.04 DAILY LOGS:

A. The Contractor shall maintain a detailed daily log of the drilling and testing operations (those both on and off the rig) during the construction of the production well. The logs shall be on International Association of Drilling Contractor (IADC) forms and shall give a brief description of all formations encountered, footage and size of hole drilled, depths and sizes of all casings installed in the wells, fluid losses, material quantities used, complete record of drilling fluids and drilling fluid additives, water-level changes, cementing operations, repair time and other pertinent data as may be required by the Engineer. All depths shall be referenced to the previously surveyed measurement point. A digital copy of each daily log shall be submitted to the Engineer (or Engineer's representative) daily.

1.05 RECORD DRAWINGS:

A. Upon completion of the work, the Contractor shall supply the Engineer with accurate and reproducible record drawings of the production well installed. The drawings shall show hole and casing diameters, casing materials/grades, casing wall thickness, cement types, depths and other information that may be required by the Engineer and regulatory agencies, including well-head details, with deviations from the proposed construction details noted. All depth references shall be made to the surveyed measuring point.

B. All drawings must contain a North Arrow, with the North orientation to the top of the drawing, or to the right of the drawing.

C. Any use of CAD translation software must result in 100% compatibility with AutoCAD 2014 or later software.

D. Submittal Requirement/Quality Assurance:

1. The Contractor must submit one copy of all construction drawings files as an electronic PDF file

1.06 REMEDIAL WORK:

A. If remedial work proves to be necessary to make the well acceptable and come within the regulations and/or Specifications because of accident, loss of tools, defective material, or for any other cause, the Contractor shall propose a method of correcting the problem in writing. Suggested methods shall be reviewed and approved by the Engineer before work proceeds. Such work shall be performed at no additional cost to the Owner, and it shall not extend the length of the Contract. The Contractor is notified that all specifications shall be met, including hole straightness and setting of casings to the points designated by the Engineer.

1.07 ABANDONMENT OF WELL BY CONTRACTOR:

A. Any hole in which the Contractor voluntarily stops work and/or fails to complete in a satisfactory manner, in accordance with the regulations and/or Specifications and approved changes, shall be considered as abandoned by him. If the Owner declares the hole abandoned by the Contractor, then no payment will be made for the abandoned hole. All abandoned holes shall be properly plugged and sealed by the Contractor at his own cost in accordance with Federal, State, and local regulations. All salvageable material furnished by the Contractor may be removed and remain his property. The Contractor shall submit a written plan of action for plugging and abandonment to the Owner and the Engineer. Written approval from the Owner shall be required before the Contractor is allowed to proceed. Casings can be removed only with the permission and approval of the Engineer.

1.08 GUARANTEE:

A. The Contractor guarantees that the work and service to be performed under the Contract and all workmanship, materials, equipment performed, furnished, used, or installed in the work shall be free from defect and flaws, and shall be performed and furnished in strict accordance with the Contract documents; that the strength of all parts of all manufactured equipment shall be adequate and as specified; and that the performance test requirements of the Contract documents shall be fulfilled. The Contractor shall repair, correct or replace all damage to the work resulting from failures covered by the guarantee. The guarantee shall remain in effect for one year from the final date of acceptance by the Owner.

1.09 STANDBY TIME:

A. The Owner and/or Engineer may order the Contractor to stop operations so that extra work not included in these Specifications, such as testing and additional data collection, can be performed. The Owner and Engineer shall schedule the request to cause a minimum of delay. All extra work must be approved by the Engineer in writing in advance.

1.10 PERMITS:

A. The CONTRACTOR shall procure all permits, certificates, and licenses required by law for the execution of the Project, except for easements and licenses from the property owner for site access, and shall comply with all applicable federal, state, and local regulations and ordinances. The OWNER shall be responsible for FDEP regulatory utility operation permitting and obtaining or modifying the Consumptive Use Permit.

1. NPDES General Permit:

- a. In the event that discharges to surface waters covered under the National Pollution Discharge Elimination System (NPDES) occur during the PROJECT, the CONTRACTOR shall be responsible for obtaining and complying with requirements of the NPDES Generic Permit for Florida (FDEP Guidance Document February 14, 2000, or superseding documents) and performing any required discharge water quality monitoring. All documentation related to the filing, and monitoring of an NPDES permit submitted to the FDEP shall be provided to the ENGINEER in advance of the submittals.

**TAYLOR COASTAL WATER SYSTEM IMPROVEMENTS**



- b. The CONTRACTOR shall provide a method of particulate removal or other necessary treatment processes to ensure that the discharge water is free of floating solids, visible foam, turbidity, or visible oil in such amounts as to form nuisances on surface water and comply with all other environmental regulations. Particulate removal may require the use of several settling tanks and other solids control equipment to meet NPDES permit requirement.
- 2. The CONTRACTOR shall obtain and pay for all other required permits and licenses. The CONTRACTOR shall provide copies of these permits to the ENGINEER and shall comply with all conditions contained in the permits at no extra cost.
- B. The CONTRACTOR shall schedule all inspections and obtain all written approvals of the agencies required by the permits and licenses.
- C. The ENGINEER shall be furnished copies of each permit obtained by the CONTRACTOR prior to the CONTRACTOR commencing work.

## **PART 2 - DRILLED WELL AND TESTING**

### **2.01 GENERAL:**

- A. Known Site Information
  - 1. Three previous PWS wells have been constructed at the site. Loose, unconsolidated fine sand is anticipated to a depth of near 20 feet below land surface. Mixed clay, clayey sand and carbonates with possible chert may be present to a depth of 40 feet below land surface. Well indurated limestone with voids is expected below 40 feet of depth to the end of the boring. The water table is near 15 feet below land surface.
- B. Guarantee of Information:
  - 1. Information regarding the nature of the formation is not guaranteed by the OWNER; and the Well CONTRACTOR shall satisfy himself/herself regarding all local conditions affecting his/her work by personal investigation.
  - 2. Neither the information contained in this Section nor derived from maps, plans or from the OWNER, his/her agents or employees shall act to relieve the Well CONTRACTOR from any responsibility hereunder or from fulfilling any and all of the requirements of these specifications.
- C. The design capacity of the supply well shall be 250 gallons per minute of clean, clear water continuously.
- D. The Well CONTRACTOR shall guarantee the well to be free from sand, limestone particles or other foreign materials whatsoever.

### **TAYLOR COASTAL WATER SYSTEM IMPROVEMENTS**

2.02 YIELD:

- A. The completed well shall supply sustained yields of up to 250 gallons per minute of clean, potable water free of sand, silt, and mud for the specified yield test and drawdown test, as directed by the ENGINEER.
- B. Maximum draw down for the sustained flow is expected to be less than 5 feet.

2.03 METHOD OF DRILLING:

- A. The drilling of the well shall be done by methods suitable for the formation and suitable to allow grouting of the well casing as specified. Unconsolidated material above the water bearing limerock formation shall be completely cased off and sealed so as to prevent contamination of the limerock or corrosion of the casing by soil or water above the water bearing formation. In order to provide maximum development of the limerock formation no drilling mud will be used in the limerock portion of the production zone of the well (open hole portion). Cuttings and formation water will be removed during the drilling process by forward or reverse air circulation method within the production zone. No other drilling process is acceptable within the production zone.

2.04 SURFACE CASING:

- A. The Well CONTRACTOR shall install protective surface or jacket casing on well to protect the well during construction.
- B. This casing shall be continuous from land surface to no less than the first consolidated formation or to such a depth that will prevent any danger of caving around the top of the well.
- C. Surface casing for the supply well shall be new and unused 14-inch diameter, 0.375-inch wall thickness, ASTM A-53 seamless or electric weld Black Pipe.

2.05 PRIMARY WELL CASING:

- A. Casing to be used hereunder as a part of the permanent supply well shall be of new and unused, 8-inch diameter, 304 Stainless Steel with Schedule 10S of the American National Standards Institute (ANSI/ASME B36.19M-1985), or stronger classification. Threaded joints are acceptable if precaution is taken against galling of threads.
- B. The target depth for the primary well casing is 50 +/- feet below land surface.
  - 1. The primary well casing will extend a minimum of 12" above the concrete sealing apron.

2.06 WELDING PROCEDURES:

- A. Casing joint connections shall be arc welded in accordance with AWS B2.1/B2.1M Specification for Welding Procedure and Performance Qualification.
- B. The Well CONTRACTOR is also referred to Phillips Engineering Standard 29.07-1, dated Sept. 1992, "Welding Specifications, Field Welds". Proof of welder's certification shall be provided to the ENGINEER prior to performing the work.

## 2.07 GROUTING AND SEALING:

### A. SURFACE CASE:

1. If the surface casing shall be installed by pre-drilling the borehole, installing the surface casing and grouting, then the annular space shall be grouted from the bottom up using a method of pressure grouting acceptable to the SRWMD. The annular space shall not be less than 3" on the outside diameter of the surface case.
2. If surface casing is installed by driving casing, driven surface casing shall be installed into natural earth or a bore hole equal to or smaller in diameter than the outside diameter of the surface casing shall be sealed by adding dry bentonite to the casing string at land surface and allowing that material to be carried down the outside of the casing as the casing is driven to completion. Dry bentonite shall be applied to maintain a grout seal around the casing in accordance with Chapter 62-532.500(3)(i)2 F.A.C.

### B. PRIMARY WELL CASE

1. The primary well casing shall be installed by pre-drilling the borehole, installing the well casing, then the casing shall be grouted from the bottom up using a method of pressure grouting acceptable to the SRWMD. The annular space shall not be less than 3" on the outside diameter of the case.

C. The composition of grout shall not exceed 6 gallons of water per 94-pound bag of Portland Cement and seals will be installed as defined in 40B-3.517(8) Rules of the SRWMD.

D. Grout shall be placed under pressure in one continuous operation from the bottom upward until extruded at the surface before occurrence on the initial set. In the event a zone of lost circulation is encountered during drilling operations, grouting operations shall be in accordance with 62-532.500 F.A.C, or rules of the Suwanee River Water Management District.

E. The CONTRACTOR shall guarantee the effectiveness of the cement seal around the casing and that there will be no leakage around the casing anywhere along its entire length.

F. The surface casing and primary well casing shall be provided with sufficient guides or centralizers attached or welded to the casing to permit unobstructed flow and uniform thickness of grout. The guides or centralizers shall be attached to the bottom of the casing and at intervals of not greater than 20-feet.

G. A concrete sealing block at least six feet by six feet and at least six inches thick shall be centered around the well. The bottom surface of the concrete apron shall be constructed on top of the finished grade, and the top surface of the concrete apron shall be sloped to drain away from the well casing at 0.25 inch per foot, per 62-532.500(4)(c) F.A.C.

## 2.08 DRILLING THE AQUIFER:

- A. Drilling into the limestone stratum shall be resumed after the grout has set a minimum period of 72 hours or as specified by the SRWMD permit.

- B. The diameter of the open hole drilled in the limestone shall be not more than the inside diameter of the primary well casing. An open hole with 7- and 7/8-inches diameter is assumed.
- C. The hole shall be drilled so as to assure straightness, alignment and concentricity with the well casing. It shall be drilled to the depth as specified on the plans for each supply well, or as directed by the ENGINEER. Additional depth may be necessary to secure the rated capacity with an inlet velocity low enough to prevent the pumping of lime rock particles or other solids along with the water.
- D. The anticipated total depth of the well is 65 feet +/- for a total of 15 feet +/- of open hole in the aquifer.

2.09 DEVELOPMENT:

- A. After completion, the well shall be thoroughly developed to remove cutting fluids, sand, limerock cuttings, and any other foreign material of any nature. An initial air development will be required prior to installation of the vertical pump and pumping plan identified in B through O below. Well shall be air developed for a period of 6 hours or until the discharge is clear and without rock/clay particles.
- B. Pump:
  - 1. The CONTRACTOR shall provide a test pump capable of pumping at least 300 gallons per minute under atmospheric conditions with a pumping level of 25 feet below ground to develop and test the supply well.
  - 2. The pump drive mechanism will not be equipped with a “non- reverse” device so as to allow free back rotation of the pump during the development operation.
  - 3. Additionally, the Well CONTRACTOR shall provide openings or fittings in the well seal such that depth to water level may be measured using a pressure transducer and water level indicator during pumping.
- C. The CONTRACTOR shall provide a generator or test engine to power the test pump. Any generator or test engine used for the pump development shall have the necessary capacity to adequately power the selected development pump through the pumping period and discharge range.
- D. Discharge Piping:
  - 1. Discharge pipe shall be of a diameter and length adequate to transmit water at the maximum discharge rate specified herein from the well site to a designated discharge point down gradient from the well.
  - 2. Discharge pipe shall be in good condition, shall be free from leaks and adequately restrained to withstand the maximum anticipated pressure without bursting of the pipe or separation of the joints.
- E. A hose bib suitable for collecting representative water samples shall be located on the discharge upstream from the flow meter.
- F. A 1/4-inch diameter NPT threaded tap suitable for the installation of a sand tester shall be located on the horizontal centerline of the discharge pipe. The

**TAYLOR COASTAL WATER SYSTEM IMPROVEMENTS**

CONTRACTOR must supply the equipment necessary to test, in the field, sand concentrations. A Rossum Sand Tester shall be used to measure the sand concentration in the pumped water.

- G. The sand content in the water pumped from the completed supply well shall not, at any time, exceed 1 mg/L while the well is being pumped at 250 gallons per minute. The turbidity shall not exceed 1 NTU after five (5) minutes at 250 gallons per minute. The Well CONTRACTOR is advised, the Aquifer Performance Test shall not begin until the Well CONTRACTOR has demonstrated to the satisfaction of the OWNER that the well is fully developed.
- H. A gate valve suitable for controlling flow through the discharge pipe shall be provided and shall be located at the wellhead.
- I. Flow Meter:
  - 1. The CONTRACTOR shall provide a flow meter calibrated for the design flow and pipe size and capable of an accuracy of 5% or better.
  - 2. The flow meter shall be installed as specified by the manufacturer for accurate operation.
  - 3. The flow meter shall be located a minimum of 10 pipe diameters upstream and 5 pipe diameters downstream from any flow obstructions.
  - 4. The flow meter shall have a calibration certification not more than 30 days old from the date of the flow test.
- J. The development pump shall be set a minimum of 20 feet below the pumping water level, but within the well casing.
- M. Manual water level readings will be taken according to the schedule of variable time intervals below:

<u>Interval</u>	<u>Number of Readings</u>	<u>Total Elapsed Time (min)</u>
Static	1	0
1 min	15	15
5 min	3	30
15 min	4	90
60 min	AS REQUIRED	TO ACHIEVE ITEM N BELOW

- N. The contractor shall provide a minimum **TWENTY-FOUR (24) HOURS** pump development until solids are less than the allowable maximum.
- O. All pump development equipment shall remain the property of the CONTRACTOR.

2.10 WELL COVERS:

- K. Whenever work on the well is interrupted, such as during an overnight shutdown, the well opening shall be sealed with a substantial cover in accordance with 40B-3.521 Rules of the SRWMD.

- L. At all times during construction of the well, the CONTRACTOR shall use reasonable precautions to prevent both tampering with the well and entrance of foreign material into the well.
- M. Permanent Well Seals. The upper end of the well casing shall include a watertight seal. Pumping equipment and any necessary pipe or electrical penetrations to the seal shall be install as to prevent introduction of contaminants to the well. Vents should terminate above the 100 year-flood elevation as described in 40B-3.521. An unobstructed inspection port equipped with removable plug shall be provided and accessible at the wellhead that will allow introduction of disinfectants and measurement of static water level and drawdown or artesian pressure.

#### 2.11 TESTING FOR YIELD AND DRAWDOWN:

- A. The CONTRACTOR shall provide a test pump capable of pumping a minimum of 300 gallons per minute under atmospheric conditions to test the supply well. Additionally, the CONTRACTOR shall provide openings or fittings such that depth to water level may be measured using a pressure transducer and water level indicator during pumping this test.
- B. The CONTRACTOR shall provide a generator or test engine to power the test pump. Any generator or test engine used for the test pumping shall have the necessary capacity to adequately power the selected test pump through the pumping period and discharge range.
- C. Discharge pipe shall be of a diameter and length adequate to transmit water at the maximum discharge rate specified herein from the well site to a designated discharge point down gradient from the well for the furthest site. Discharge pipe shall be in good condition, shall be free from leaks and adequately restrained to withstand the maximum anticipated pressure without bursting of the pipe or separation of the joints.
- D. A hose bib suitable for collecting representative water samples shall be located on the discharge upstream from the flow meter.
- E. A 1/4-inch diameter NPT threaded tap suitable for the installation of a sand tester shall be located on the horizontal centerline of the discharge pipe. The CONTRACTOR must supply the equipment necessary to test, in the field, sand concentrations.
- F. The sand content in the water pumped from the completed supply well shall not, at any time, exceed 1 mg/L while the well is being pumped at 250 gallons per minute.
- G. A gate valve suitable for controlling flow through the discharge pipe shall be provided and shall be located at the wellhead.
- H. The CONTRACTOR shall provide a flow meter calibrated for the design flow and size and capable of an accuracy of 5% or better. The flow meter shall be installed as specified by the manufacturer for accurate operation. The meter shall be located a minimum of 10 pipe diameters upstream and 5 pipe diameters downstream from any flow obstructions. The flow meter shall have a calibration certification certificate showing the flow meter was calibrated within 30 days of the beginning date of the Aquifer Performance Test.

- I. The test pump shall be set a minimum of 20 feet below the pumping water level which will be determined during well development.
- J. The CONTRACTOR shall operate the test pumping equipment, uninterrupted, for a minimum 24 continuous hours without stopping to show stabilization of the well pumping levels, or as directed by the ENGINEER or required by permit. Interruptions shall require the test be restarted from the beginning of the test. After the completion of the final test, the CONTRACTOR shall remove any sand, stones, or other foreign material that may have become deposited in the well.
- K. The CONTRACTOR shall provide data logger(s) and pressure transducers with appropriate pressure ranges for the measurement of water level changes during the Aquifer Performance Testing.
- L. The CONTRACTOR shall maintain all records indicating water level in well, pump discharge volume, drawdown, and water temperature. Background records shall begin twenty-four hours before the pump is started. The data logger(s) shall be restarted at the beginning of the pumping of the supply well and shall continue through the pumping period for the testing of the well. The data logger(s) shall be restarted for the recovery period for the testing of the supply well. This data shall be compiled, and digital copies provided to the OWNER in ASCII format.
- M. The data logger(s) shall be capable of recording measurements at a minimum according to the schedule of variable time intervals as listed below. In lieu of a schedule of variable time interval collection of measurements, a logarithmic method of data collection can be utilized with collection times becoming linear at the 2 minute interval:

<b>Interval</b>	<b>Number of Readings</b>	<b>Total Elapsed Time (min)</b>
1 sec	120	2
2 sec	120	6
5 sec	48	10
10 sec	60	20
30 sec	80	60
1 min	60	120
2 min	60	240
5 min	60	540
10 min	90	1440

- N. Manual water level readings will be taken according to the schedule of variable time intervals below:

<b><u>Interval</u></b>	<b><u>Number of Readings</u></b>	<b><u>Total Elapsed Time (min)</u></b>
1 min	15	15
5 min	3	30
10 min	9	120
60 min	22	1440

- O. Manual water level recovery readings will be recorded at the same interval as the pumping readings until the water level reaches a stable level after the pumping is

stopped. **The RECOVERY period will in no instance be less than 24 hours of readings.**

P. All test pumping equipment shall remain the property of the CONTRACTOR.

#### 2.12 PLUMBNESS AND ALIGNMENT:

- A. Surface and well casings shall be set round, straight, and plumb. To demonstrate compliance with this requirement, the CONTRACTOR shall perform the test described herein in conformance with AWWA A100-06 before starting the open hole drilling.
- B. The final test for plumbness and alignment would be made following construction of the well and before test pump equipment is installed.
- C. Alignment shall be tested by lowering into the well a section of pipe 40 feet long or a dummy of the same length, in conformance with AWWA A100-06.
- D. The plumbness and alignment of the well would be corrected by the contractor at his sole expense under the following conditions:
  - 1. The plummet fails to move freely throughout the length of the casing or hole.
  - 2. The well varies from plumb more than two thirds the smallest inside diameter of that part of the well being tested per 100-feet of depth.
  - 3. Alignment is not satisfactory for successful operation of pumping equipment provided by the OWNER.
  - 4. Does not meet specifications described in AWWA A100-06.
- E. Should the CONTRACTOR fail to correct such faulty plumbness or alignment, the ENGINEER may direct that the well be abandoned and replaced at no expense to the OWNER.

#### 2.13 SAMPLES AND RECORDS:

- A. Before installing the casing or materials in the well, a report listing the source and description of the materials to be used and the mill certificates shall be submitted to the OWNER.
- B. During drilling of the well, the CONTRACTOR shall maintain at the well site a complete log setting forth the following:
  - 1. The reference point for all depth measurements.
  - 2. The depth at which changes of formation occur.
  - 3. The depth and interval of each cavity encountered during drilling.
  - 4. The identification of the material of which each stratum is composed.
  - 5. The depth interval from which each formation sample is taken.
  - 6. The depth interval from which each water sample is taken.

### TAYLOR COASTAL WATER SYSTEM IMPROVEMENTS



7. The depth at which hole diameters change.
8. Depth at which drilling method is changed.
9. The quantities of materials dredged during drilling.
10. Other pertinent data requested by the ENGINEER.

C. Lithologic Samples:

1. Lithologic samples shall be collected and preserved immediately upon retrieval.
2. Lithologic samples shall be preserved in separate airtight jars or zip lock bags of at least 1.0-pound capacity for each interval specified by the ENGINEER.
3. Lithologic samples shall be taken during drilling at 5-foot intervals in the siliceous surficial sediments, 10-foot intervals in the Floridan aquifer, and at lithologic changes.
4. Two samples shall be collected from each interval and each sample shall be clearly and legibly labeled with the following information:
  - a. Location of the well.
  - b. Name or number of the production well.
  - c. Depth interval represented by the sample.
  - d. Date taken.
  - e. Time taken.
  - f. Split number (1 of 2; or 2 of 2).

D. Upon completion of the well, the CONTRACTOR shall also submit to the OWNER a report and as-built drawings to include the following:

1. The total depth of the borehole and the length of casing installed in the well.
2. The nominal hole diameter.
3. The depth or location of any lost drilling fluid, drilling materials, or tools.
4. The type and amount of drilling fluid additives used.
5. The depth and diameter of any surface casing.
6. The amount of cement (cubic yards) used in grouting the well annulus and/or surface casing.
7. The complete description (including length, diameter, depth, and mill certificates) of the well casing.
8. Other pertinent data requested by the ENGINEER.

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9. Any and all other pertinent information for a complete and accurate log (e.g., temperature, pH, and appearance (color) of any water samples taken).
- E. Formation sample jars or bags shall be provided and properly labeled by the CONTRACTOR.
- F. Blank well completion report forms can be obtained by written application to:
1. The Florida Department of Environmental Protection (FDEP), 2600 Blair Stone Road, Twin Towers Office Building, Tallahassee, Florida, 32301, or
  2. The Suwanee River Water Management District. Well completion reports shall be submitted by the CONTRACTOR to the SRWMD with copies submitted to the ENGINEER when drilling is completed.
- G. Daily Detailed Driller's Report:
1. A daily detailed driller's report shall be maintained and delivered upon request to the OWNER or his representative at the well site.
  2. The report shall give a complete description of all lithologies encountered, number of feet drilled, number of hours on the job, shutdown time due to breakdown or other cause, the fluid level in the hole measured daily before starting pumps, the properties of the drilling fluid, feet of casing set, and such other pertinent data as requested by the ENGINEER.

#### 2.14 PROTECTION OF QUALITY OF WATER:

- A. Precautions To Be Taken:
1. The CONTRACTOR shall take precautions to prevent contaminated water or water having undesirable physical or chemical characteristics from entering the well.
  2. The CONTRACTOR also takes precautions during the construction period to prevent gasoline, oil, or waste products hazardous to health from entering the well either through the opening or by seepage through the ground surface.
  3. If used, fuel storage tanks shall be **DOUBLE WALL** constructed and placed in a **LINED BERM** containment area of sufficient size to contain the volume of the fuel tank located in the containment area.

#### 2.15 WELL DISINFECTION:

- A. Upon completion of well testing and logging, and removal of all downhole equipment, the well shall be disinfected in accordance with Section 11, Well Disinfection, American Water Works Association Standard for Water Wells, AWWA A100-84, dated June 10, 1984, which is hereby incorporated by reference.

#### 2.16 ABANDONMENT OF WELL:

- A. In the event that the CONTRACTOR fails to complete the well to the depth specified or to such lesser depth as requested by the ENGINEER due to equipment

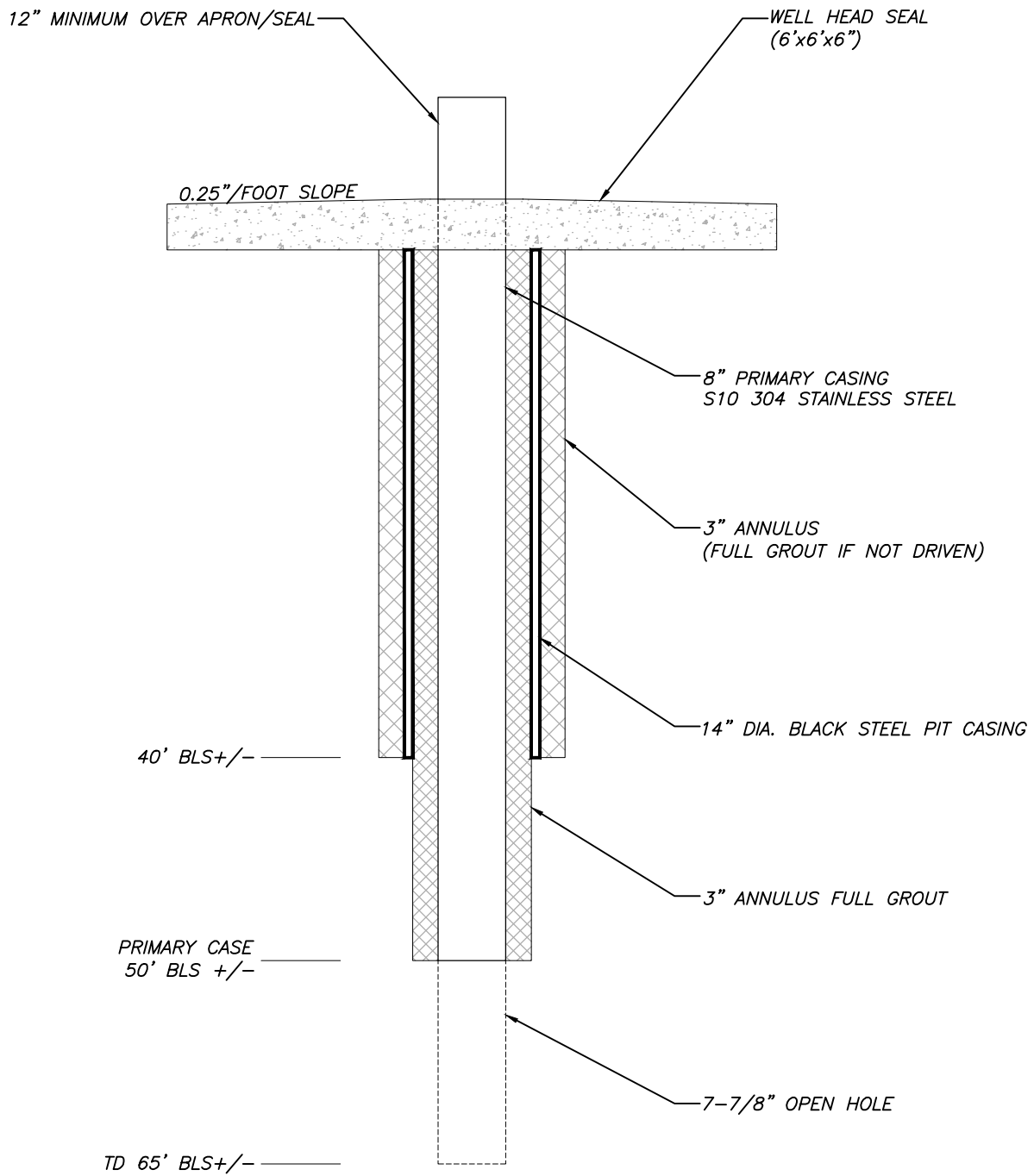
failure, or fails to set or grout the casing to SRWMD and FDEP standards, or must abandon the well because of loss of tools or for any other cause, he shall, if requested by the ENGINEER, plug the well in accordance with standards and procedures specified in the Rules of the SRWMD and FDEP.

- B. The well casing of any well to be abandoned may, at the CONTRACTOR's option, be salvaged and become the property of the CONTRACTOR. Such casing shall not be reused without approval by the OWNER
- C. No hourly rate will be paid for pulling casing or reconditioning the open bore hole unless the OWNER directs that the casing be pulled.
- D. If the CONTRACTOR must abandon the well through fault of the CONTRACTOR or his employees or subcontractors, costs of drilling and abandonment will be borne by the CONTRACTOR.

#### 2.17 PROTECTION AND SITE CLEAN UP:

- A. At all times during the progress of the Work the CONTRACTOR shall use all reasonable precautions to prevent tampering with the well or entrance of foreign material into it.
- B. The CONTRACTOR shall also maintain the site in a clean and orderly fashion at all times so that no adverse aesthetic impacts are created upon adjacent private properties or the adjacent public right-of-way.
- C. The OWNER reserves the right to suspend work and have the site cleaned prior to proceeding, at no additional expense to OWNER, if the site is not properly maintained.
- D. Immediately upon disinfection of the well, the CONTRACTOR shall remove all of his equipment, materials, and supplies from the site of the Work, remove all surplus materials and debris, fill in all holes or excavations, and regrade the site to conform to the contours of the land which existed before work started. The site shall be thoroughly cleaned and made ready for the CONTRACTORS on succeeding work.
- E. Not more than 2 weeks will be allowed for this site restoration, and the CONTRACTOR shall complete all site restoration work within that time.

END OF SECTION



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**TAYLOR COUNTY WATER AND  
 SEWER DISTRICT**  
 KEATON BEACH, FLORIDA

POTABLE WATER WELL  
 PROPOSED CONSTRUCTION  
 DIAGRAM

FIGURE  
**1**  
 PROJECT  
 5054-010

**WELL LOCATION MAP**

**TAYLOR COASTAL WATER SYSTEM  
IMPROVEMENTS PROJECT  
8-INCH WELL CONSTRUCTION**

