

SPECIFICATIONS

FOR

BOARD OF COUNTY COMMISSIONERS

PUTNAM COUNTY, FLORIDA



BID No: BID 22-19
Name: St. Johns Avenue Drainage Improvements

CDBG-DR HM007

BID Due: April 29, 2022 @ 2:00 pm EST

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CALL FOR BIDS

The Putnam County Board of County Commissioners is requesting sealed bids from qualified contractors for: **St. Johns Avenue Drainage Improvements project.** This project will include the construction of 4'x 8' box culvert at St. Johns Avenue in Palatka, FL from its drainage outfall (approximately 4,900' east of CR 309C) to Kay Larkin Drive. The project includes approximately 1,940' of roadway widening from existing 2-lane rural section to a proposed 3-lane rural section with improved storm sewer. Scope also includes reshaping of 1,800' of existing outfall ditch from St. Johns Avenue to approximately 750' north of PRC Way. Project also includes construction of a stormwater pond located approximately 500' north of PRC Way. The project also includes water and sanitary sewer upgrades and adjustments.

Bidders shall note that Putnam County intends to extend the roadway widening and storm sewer improvements further east along St. Johns Avenue within the next year. It is the County's intent to retain the same selected contractor for the extension.

Base Bid

The base bid includes 1,872 LF of 4'x 8' box culvert at St. Johns Avenue from the drainage outfall to Kay Larkin Drive, 1,940' of roadway widening from existing 2-lane rural section to a proposed 3-lane rural section with improved storm sewer, reshaping of 1,800' of existing outfall ditch from St. Johns Avenue to approximately 750' north of PRC Way, and a 4-acre stormwater pond located approximately 500' north of PRC Way. The bid also includes 1,164 LF of 12" PVC water main and other water and sanitary sewer upgrades and adjustments.

Alternate Bid #1

Alternate Bid #1 includes 1,872 LF of 4'x 8' box culvert at St. Johns Avenue from the drainage outfall to Kay Larkin Drive plus 100 LF of 4'x 8' box culvert crossing PRC Way, 1,940' of roadway widening from existing 2-lane rural section to a proposed 3-lane rural section with improved storm sewer, reshaping of 1,800' of existing outfall ditch from St. Johns Avenue to approximately 750' north of PRC Way, and a 6-acre stormwater pond located approximately 500' north of PRC Way. The alternate bid also includes 1,164 LF of 12" PVC water main and other water and sanitary sewer upgrades and adjustments.

Alternate Bid #2

Alternate Bid #2 includes 1,253 LF of 4'x 8' box culvert and 719 LF of 43"X68" ERCP at St. Johns Avenue from the drainage outfall to Kay Larkin Drive plus 100 LF of 4'x 8' box culvert crossing PRC Way, 1,940' of roadway widening from existing 2-lane rural section to a proposed 3-lane rural section with improved storm sewer, reshaping of 1,800' of existing outfall ditch from St. Johns Avenue to approximately 750' north of PRC Way, and a 6-acre stormwater pond located approximately 500' north of PRC Way. The alternate bid also includes 1,164 LF of 12" PVC water main and other water and sanitary sewer upgrades and adjustments.

The project is funded through the Federally-Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Program Subgrant Agreement No. HM007

Bid Documents, Construction Specifications and Drawings are available online at:

<http://bids.putnam-fl.com/bids>

Deadline for receipt of sealed bids has been set for **2:00 p.m., April 29, 2022, To be considered responsive**, bidders **shall** deliver before 2:00 p.m. EST. on April 29, 2022 one (1) original hard copy, one (1) duplicate copies and provide one (1) USB drive that contains "all" of your documentation included in the original bid in a **pdf** format. Sealed bids may be deliver in person or by courier mail to Putnam County General Services Department c/o Desiree' Akins, 2509 Crill Avenue, Ste 200, Palatka, Florida, 32177. Only sealed bids received on or before the aforesated time and date will be considered. **Vendor**

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must indicate the bid number and description on the outside envelope.

There will be a **mandatory pre-bid meeting** held at **10:00 a.m., April 8, 2022**, in the conference room at the 2509 Crill Avenue, Suite 200, Palatka, Florida, 32177.

This bid requires that the Prime Contractor must be pre-qualified by the Florida Department of Transportation. Pre-qualification work classes shall be: Drainage

Questions concerning the specifications may also be emailed to Desiree' Akins, Procurement & Budget Supervisor, at desiree.akers@putnam-fl.gov. Answers to questions received will be posted online with the bid documents. Questions must be received at least 7 days prior to bid opening.

The Putnam County Board of County Commissioners reserves the right to accept or reject any or all bids and to waive any informalities. Putnam County complies with all federal statutes relating to non-discrimination. Putnam County is an equal opportunity employer. Failure to follow the Bid Protest procedures prescribed by the Putnam County Purchasing Ordinance shall constitute a waiver of your protest and any resulting claims.

PUBLISH: March 30, 2022

Bid No. 22-19

General Terms and Conditions

All Companies submitting a response to this RFP understand and agree that the affirmative act of submitting a response constitutes acceptance and agreement to the General Terms and Conditions. Proposers are responsible for adhering to the General Terms and Conditions. Lack of knowledge by the Proposer will in no way be cause for relief from responsibility.

BID DUE DATE AND TIME

All Proposals must be delivered to the General Services Department, located at 2509 Crill Ave, Suite 200, Palatka FL 32177 on or before the due date as listed below. Please **boldly** indicate **the RFP number** on the outside of your sealed proposal envelope to assist the County internally in identifying your bid.

To be responsive your proposal shall be signed by an authorized employee/officer with the authority to bind a contract.

To be considered responsive, bidders **shall** deliver before 2:00 p.m. EST. on April 29, 2022 one (1) original hard copy, one (1) duplicate copies and provide one (1) USB drive that contains "all" of your documentation included in the original bid in a **pdf** format.

Note: Original proposal must be marked **ORIGINAL** and must have original signatures. Please label the USB drive with RFP number, and your company's name, (i.e. "Copy" Acme Bid, BID-22-19). It is the bidder's responsibility to guarantee the USB drive is 100% identical to your original hard copy bid. In the event of a discrepancy, your original hard copy will prevail.

PLACE FOR RECEIVING PROPOSALS

Proposals may be mailed or hand delivered to:
Putnam County Board of County Commissioners
c/o Desiree Akins
2509 Crill Ave, Suite 200
Palatka, Florida 32177

All bids must arrive and be received by a Purchasing Department representative prior to the specified bid due date/time. Bids received after that time **will not be accepted**. Bids cannot be faxed or emailed. The County will not be responsible for Postal or other delivery service delays.

PUBLIC BID OPENING

Putnam County Board of County Commissioners will conduct a Public bid/proposal opening immediately following the solicitation due date/time in the conference room located at 2509 Crill Avenue, Suite 200, Palatka Florida 32177.

Sealed bids, proposals, or replies received by the County pursuant to this solicitation will remain confidential and are exempt from Florida's Public Records Act (Ch. 119, Florida Statutes) until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Thereafter, by submitting a response to this solicitation, the proposer acknowledges that all documents and information submitted to the County, including pricing information, is considered a public record under Florida's Public Records Act and may be disclosed to third parties upon request notwithstanding any confidentiality clauses or labels contained in such documents. Please direct any inquiries to the County's contact listed below.

BID PACKAGE

Interested bidders may obtain a BID Package from Desiree' Akins, Procurement & Budget Supervisor for Putnam County Board of County Commissioners by any of the following methods.

By email: Desiree.Akins@putnam-fl.gov

By download, available at: <http://bids.putnam-fl.com/bids>

By USPS: Request sent certified mail to:
Putnam County Board of County Commissioners
c/o Desiree' Akins
2509 Crill Ave, Suite 200
Palatka, Florida 32177

Walk-in Pick Up:
Putnam County Board of County Commissioners
c/o Desiree' Akins
2509 Crill Ave, Suite 200
Palatka, Florida 32177

BID AWARD PROCESS

The basis for bid award, if awarded, is to the lowest and responsive bidder for solicited services which meets or exceeds the conditions of the bid specifications.

POSTING OF RECOMMENDATION OF AWARD: The County's recommendation of award will be posted to <http://bids.putnam-fl.com/bids>

PROTEST OF INTENDED DECISION

A Notice of Intended Decision to recommend or reject proposals will be posted to <http://bids.putnam-fl.com/bids>. In the event an unsuccessful firm desires to protest the County's notice of intended decision to award or reject a proposal, that Firm shall be required to comply with Putnam County's Protest Procedure, a copy of which is available from the Deputy County Administrator. Failure to follow the Bid Protest procedures prescribed by the Putnam County Purchasing Ordinance shall constitute a waiver of your protest and any resulting claims.

APPLICABLE LAW

The bidder shall comply with all federal, state, County and local laws, rules, ordinances and regulations ("Laws") applicable to the Bidder's response to the solicitation, the contract

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executed in connection with the solicitation, and the provision of services under the solicitation and the contract. The term "Laws" as used in this provision shall be deemed to include all laws which are specifically applicable to the County. This RFP and the contract to be executed in connection with the award of this solicitation must be modified in accordance with any statutory requirement of the State of Florida. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility.

Venue

The contract, when entered into and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. County and firm hereby agree that venue shall be in Putnam County, FL.

ASSIGNMENT

If awarded, neither the resulting contract nor any of the Contractor's rights, duties, or obligations under the contract may be assigned or subcontracted by the Contractor without the written consent of Putnam County BOCC. Any transfer of this Contract by merger, consolidation or liquidation, or (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of or power to vote on the majority of the outstanding voting stock of the Contractor after the date hereof shall constitute an assignment of this Contract for purposes of this Section, and then in its discretion, Putnam County BOCC shall have the right to terminate the contract and shall specify the termination date in its written notice of termination. Any purchase order issued pursuant to this solicitation and any monies which may become due there under are not assignable except with the prior written approval of the County.

AWARD

As the best interest of the County may require, the right is reserved to reject any and all proposals, or any portion of the RFP, to waive any informality in proposals received, or to accept any item or group of items unless qualified by the Proposer. The County reserves the right to reject any portion or all proposals, to resolicit proposals or not and to waive informalities as deemed in the best interest of the County. If this proposal requests prices for multiple items, the County reserves the right to award the proposal, by item, to the Bidder(s) which, in the sole discretion of the County, is the most responsive and responsible Bidder(s), price, qualifications, and other factors considered for that item. The issuance of a purchase order constitutes a binding contract.

BOND

A bond may be required to guarantee the payment of any losses by theft, burglary, pilfering or vandalism as a result of carelessness, negligence or willful acts of the Contractor, its agents, employees or assigns.

COMPLIANCE WITH SPECIFICATIONS

When formal specifications are referenced in the solicitation, insertion of brand names or makes and model numbers by the Proposer will be understood to mean that the product offered fully complies with such specifications unless the Proposer specifically states otherwise.

CONDITIONS AND PACKAGING

It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new (current production model) at the time of the solicitation unless otherwise stipulated in the solicitation. All containers shall be suitable for storage or shipment. Proposal prices shall include standard commercial packaging, unless otherwise stipulated in the solicitation.

CONE OF SILENCE

From the time the public advertisement of this (ITN, RFQ, RFP, ITB, or other) takes place until the (ITN, RFQ, RFP, ITB, or other) is awarded and approved by the Board of Commissioners, a vendor shall not contact any other County personnel or members of the County's Board of Commissioners, or Administrative staff either directly or indirectly, to discuss the selection process or in an attempt to further their interest in being selected. Failure to abide by the Cone of Silence policy is grounds for disqualification from this (ITN, RFQ, RFP, ITB, or other) process and vendor will not receive further consideration in reference to this (ITN, RFQ, RFP, ITB, or other).

It is expected that personnel and team members from firms that have applied for this selection refrain from posting opinions, providing commentary or engaging in any discussion regarding the selection by the use of social media such as Twitter, Facebook, My Space and the like. Violation of these guidelines may result in disqualification of the applicant. The latter applies to employees of the Proposer, retained consultants or any other representative or individual promoting on behalf of the Proposer. Violation of these guidelines may constitute grounds for disqualification.

CONFLICT OF INTEREST

Neither the COUNTY nor any CONTRACTORS and SUBCONTRACTORS shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the COUNTY or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the COUNTY, the COUNTY, with prior approval of the Florida Department of Transportation, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the COUNTY or the locality relating to such contract, subcontract or arrangement. The COUNTY shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its CONTRACTORS to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the COUNTY or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

DEFINITIONS

County or Putnam County BOCC refers to The Putnam County Board of County Commissioners. Firm, vendor, business, proposer, contractor or bidder in this document refers to respondents to this request for proposal.

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Abbreviations – The abbreviations used in this contract are as follows:

FDOT - Florida Department of Transportation SSFR & BC - Standard Specifications for Road and Bridge Construction AASHTO - American Association of State Highway and Transportation Officials ASTM- American Society for Testing and Materials AWWA - American Water Works Association C.Y. - Cubic Yards L.F. - Linear Foot L.S. - Lump Sum S.F. - Square Foot S.Y. - Square Yard TN. - Ton (2000 lbs) RCP - Reinforced Concrete Pipe ERCP - Elliptical Reinforced Concrete Pipe HDPE- High Density Polyethylene

Addenda - Written or graphic instruments issued by the COUNTY to prospective bidders prior to the opening of BIDS which clarify, correct or change the bidding documents.

Agreement - The written agreement between COUNTY and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment - The form accepted by the Engineer which is to be used by the CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

Approve - The word approve is defined to mean review of the material, equipment or methods for general compliance with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the Engineer to verify in every detail conformance with plans and Specifications.

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder - Any person, firm, or corporation submitting a Bid for the Work.

Bidding Documents - The Advertisement for Bids, the Instructions to Bidders, the Bid Form, the Contract Forms, the General Conditions, the Supplementary Conditions, Specifications and the Plans.

Bonds - Bid, Performance, and Payment Bonds and other instruments of security.

Change Order – A document recommended by the Engineer, which is signed by the CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the effective date of the Agreement.

Contract Documents - The Contract, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications, and Addenda.

CONTRACTOR - The person, firm, or corporation with whom the Owner has executed the

Agreement.

Contract Price - The total monies payable to the CONTRACTOR under the terms and conditions of the Contract Documents.

Contract Time - The number of calendar days including Sundays and Holidays stated in the Contract Documents for the completion of the Work.

Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

Defective - An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.

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 Public Works Director, and are referred to in the Contract Documents.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Engineer - The Public Works Director of Putnam County, Florida, or his designated agent.

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 Public Works Director to the CONTRACTOR during construction.

Final Completion – Completion of all work included in the contract, including any change order items and all deficient work indicated in the Substantial Completion "Punch List" has been completed. At this point the project will be accepted by the County.

Inspection - The term "Inspection" and the act of inspecting as used in these Contract Documents is defined to mean examination of construction to ensure that it conforms to the design concept expressed in the Plans and Specifications. The Putnam County Public Works Director may appoint such assistants and representatives as he desires. They shall be authorized to inspect all work done and all materials furnished. These terms shall not be construed to mean supervision, superintending and/or overseeing.

Modification - (a) A written amendment to the Contract Documents signed by both parties, or (b) a Change Order. A modification may only be issued after the effective date of the Agreement.

Notice of Award - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

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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.

Owner - The Putnam County Board of County Commissioners for whom the Work is to be performed.

Owner's Representative - Public Works Director, or his designated agent.

Project - The undertaking to be performed as provided in the Contract Documents.

Project Inspector - The designated representative of the Public Works Director who is assigned to the Project site or any part thereof.

Punch List – A list of items remaining to be completed or requiring correction. This list will be provided to the contractor after a project inspection is requested when the contractor has reached Substantial Completion.

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.

Specifications - A part of the Contract Documents consisting of written description of a technical nature of materials, equipment, construction systems, standards workmanship.

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.

Substantial Completion - That date certified by the Public Works Director when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Projects or specified part can be utilized for the purpose for which it is intended.

Work - The entire completed delivered product or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the product, all as required by the Contract Documents.

Hours of Work – Unless prior arrangements have been discussed and approved by the Public Works Director or his designated agent, it is understood the work per day may commence at 7:00a.m. and shall conclude a minimum of one (1) hour before sunset.

ELIGIBLE BIDDERS

Eligible bidders are defined as those bidders who are not excluded from bidding according to the Federal Government's Excluded Parties List (www.epls.gov) or by Section 287.133, Florida

Statute.

PAYMENT

Payment will be made by the County after the services have been received, and found to comply with the specifications, and have been properly invoiced. Applications for payment will be provided on a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. Discounts will be taken if payment is made within the discount period. All invoices shall bear the County purchase order number. If contract is awarded, payment to contractor for services will be monthly for the rendition of the preceding month's service during the term thereof and subject to a 10% retainage.

PERSONNEL

Contractor agrees each of its employees will be properly qualified and will use reasonable care in the performance of services. The county reserves the right to have personnel removed upon the County's written notice, Contractor shall immediately provide qualified replacement. Contractor's employees are expected to adhere to all County policies and procedures.

E-Verify

For projects utilizing state or federal funds, the Bidder (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

PROTEST OF RFP DOCUMENT

All firms are required to thoroughly review the RFP document within a reasonable time after receipt. Any concerns or comments relating to the RFP documents shall be brought to the attention of the County's Deputy County Administrator: Julianne Young, in writing, promptly after receipt. However, if the Firm desires to protest the RFP document, or any of the specifications, requirements, or procedures thereof, the Firms will be required to comply with the County's Protest Procedures within seventy-two (72) hours after receipt of the proposal document. Failure to comply with this procedure will constitute a waiver by the Firms of any right to later protest on the basis of the form, content and substance, including without limitation, the specifications, requirements or procedures, of the RFP documents.

PUBLIC RECORDS

To the extent that CONTRACTOR meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, CONTRACTOR must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

- (a)) Keep and maintain public records required by COUNTY to perform the service.
- (b) Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied

within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to COUNTY.

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

(e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

PUTNAM COUNTY ATTORNEY
2509 CRILL AVENUE
PALATKA, FL 32177
[PR-REQUESTS@PUTNAM-
FL.COM](mailto:PR-REQUESTS@PUTNAM-FL.COM) (386)329-1903

(f) THE CONTRACTOR ACKNOWLEDGES THAT PUTNAM COUNTY BOCC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON PUTNAM COUNTY BOCC OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS

ADDRESSED BY THIS AGREEMENT. THE CONTRACTOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

PUBLIC ENTITY CRIME

Contractor selection will be in accordance with the Public Entity Crimes statute, Section 287.133, Florida Statutes which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a

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BID/RFP/RFQ on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor list. A completed Public Entity Crime Form must be returned in the BID response.

RESPONSE MATERIALS

Any material submitted in response to this invitation to respond becomes the property of the County upon delivery to the Office of the Procurement and Budget Supervisor and may be appended to any formal document which would further define or expand the contractual relationship between the County and the successful proposer. Additionally, any material or documentation submitted in response to this solicitation will be a public document pursuant to Section 119.07, Florida Statutes. This includes material which the responding bidder or proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission effective after public opening pursuant to Section 119.07, Florida Statutes.

SAFETY STANDARDS

All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA), Federal EPA, Florida DER and any standards otherwise stipulated in the solicitation.

SAFETY REQUIREMENTS

The Contractor by submitting a proposal response agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to Occupational Safety and Health Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lockout/tag out procedures, Material Safety Data Sheets and labeling as required by the right to know standard, 29 CFR 1910.1200.

SOVEREIGN IMMUNITY

The parties hereto acknowledge and agree that Putnam County is a political subdivision of the State of Florida. As such, the County is entitled to sovereign immunity except to the extent of the waiver set forth in Section 768.28, Florida Statutes, the County's performance under any resulting agreement and any amendments thereto or attachments connected therewith, shall at all times be subject to any and all state laws, state regulations and County Ordinances which are applicable to the County's operations, commitments and/or activities in furtherance of any terms specified herein.

TAXES

The County does not pay federal, excise or state sales taxes. The applicable tax exemption

numbers are: Florida Sales Tax: 85-8013889128C-1

Federal Identification Number: 59-6000816

Any and all taxes and licenses imposed by Federal, State and local governments on the services

to be provided by the Contractor under the terms of the agreement are the sole responsibility of the Contractor.

WITHDRAWAL OF PROPOSAL

Proposal may be withdrawn by written or telegraphic notice prior to solicitation public opening. Withdrawals received after the time set for opening of solicitation will not be considered.

Contract Term

If awarded, the successful bidder will enter into a contract with the County based on the solicitation specifications and the results.

Putnam County BOCC has the option and reserves the right to extend the contract beyond the initial contract term of one calendar year to allow for project completion and closeout processes to ensue, beginning on May 26, 2022 and commencing on February 20, 2023 by mutual consent of the parties.

If awarded, the successful bidder will enter into a contract with the County based on the BID specifications and the result of the BID.

Tentative Contract Term: May 26, 2022 – February 20, 2023

Schedule

The following schedule is a general guideline for issuance and recommendation of award of this BID and issuance of the contract. The County may change the dates of any events of this BID and the issuance of the Contract. Any changes to this schedule will be posted on the webpage dedicated to this BID.

Tentative Dates Scheduled

Issue BID	March 30, 2022
Mandatory Pre Bid Meeting	April 8, 2022
Written questions due by 2:00 pm submit via email Desiree.Akins@putnam-fl.gov	April 20, 2022
Proposals Due by 2:00 pm	April 29, 2022
Public Opening of Proposals	April 29, 2022
Intent to Award*	May 02, 2022
Protest Period	May 02, 2022 – May 05, 2022
Preconstruction Conference	May 26, 2022
Project Completion Date	February 20, 2023
	**(270 Days from Pre Construction Meeting/Receipt of Notice to Proceed)

*The Bid Award is contingent upon acceptance and approval by the Putnam County Board of County Commissioners of the recommended Intent to Award. The recommendation of the Intent to Award is scheduled to be presented at the board meeting on May 24, 2022.

Americans with Disabilities Act of 1990

If special accommodations are required in order to attend any Public Meeting, Pre-Bid Conference, Tour of Grounds, etc., contact the Procurement & Budget Supervisor via email at desiree.akins@putnam-fl.gov or at 386-329-0403.

PRE-BID MEETING

The county will conduct a mandatory pre-bid meeting on Friday, April 08, 2022 beginning at 10:00 AM EST. The meeting will be held in the conference room located at the Governmental Complex at 2509 Crill Ave, Suite 200, Palatka Florida, 32177. Attendance at the pre-bid meeting is a mandatory requirement to be considered a 'Responsive Bidder'.

PUBLIC BID OPENING

The County will conduct a Public bid/proposal opening on Friday, April 29, 2022. The meeting will be held at the Government Complex located at 2509 Crill Avenue, Suite 200, Palatka, FL 32177 immediately following the bid close at 2:00 pm EST. The meeting is open to the public, bidders are welcome to attend but will not have the opportunity to speak.

Proposal Instructions

BOND (S)

BID BOND - Each Bid must be accompanied by a Bid Bond payable to the COUNTY for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the COUNTY will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed, the Bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and the performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

PERFORMANCE BOND in the amount of 100% of the CONTRACT PRICE, from a corporate surety approved by the COUNTY will be required.

PAYMENT BOND in the amount of 100% of the CONTRACT PRICE, from a corporate surety approved by the COUNTY will be required.

Attorneys-in-fact who sign BID BONDS, payment BONDS or performance BONDS must file with each BOND a current certified copy of their power of attorney.

If the successful bidder fails to execute and deliver the Agreement and furnish the required Bond(s) within ten (10) days of the Notice of Award, the County may annul the Notice of Award and the Bid Bond of that Bidder will be forfeited.

These bonds shall remain in effect at least until one year after the date of final payment, except as otherwise provided by law. CONTRACTOR shall also furnish such other bonds as are required by the Supplementary Conditions. The expense of these Bonds shall be borne by the CONTRACTOR. If at any time a surety on any such Bond is declared bankrupt or loses its

right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, the CONTRACTOR shall within ten (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.

ERRORS AND OMISSIONS

Bidders are expected to comply with the true intent of these bid specifications taken as a whole and shall not avail themselves of any errors or omissions to the detriment of the services. Should any bidder suspect any error, omission, or discrepancy in the specifications or instructions, the bidder shall immediately notify the Procurement and Budget Supervisor, Desiree' Akins, who will issue written instructions to be followed. Bidders are responsible for the contents of their proposal and for satisfying the requirements set forth in the bid specifications. Bidders must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including addenda. After BIDS have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

EQUIPMENT/MATERIALS/LABOR

IT WILL BE THE RESPONSIBILITY OF THE SUCCESSFUL PROPOSER TO SUPPLY ALL MATERIALS, TOOLS, NECESSARY LABOR, ETC. FOR THE WORK TO BE PERFORMED AS SPECIFIED.

INSURANCE

The "awarded" contractor shall furnish a current Certificate of Insurance to the County's Procurement & Budget Supervisor prior to contract award / commencement of the work, as well as a copy of your GL policy endorsement (on the ISO Endorsement Schedule format attached) that ensures the County will be provided 30 days written notice if your policy lapses for any reason. This certificate must include the Bid Number and be effective for the term of the contract and any extension thereof. All insurance companies named on the certificate shall be licensed to do business in the State of Florida and have a minimum A.M. Best rating of A-. All policies must be written on a primary basis, non-contributory with any other insurance coverages or self-insurance of the County. Contractor shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, County shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance coverages stated below do not replace any surety bonds as required by contract.

Minimum Insurance Requirements Schedule

Policy:	Workers Compensation
Coverage:	WC Statutory Limits

Bid Name: **St. Johns Avenue Drainage Improvements**

Policy:	Automobile Liability
Coverage:	\$1,000,000 Combined Single Limit Each Accident
Policy:	Comprehensive General Liability Insurance:
Coverage:	\$1,000,000 Each Occurrence
	\$ 100,000 Fire Damage (Any One Fire)
	\$ 5,000 Medical Payments (Any One Person)
	\$1,000,000 Personal and Adv Injury
	\$5,000,000 General Aggregate
	\$2,000,000 Products – Comp/OP Aggregate

LIQUIDATED DAMAGES: TIME IS OF THE ESSENCE

Each BIDDER is reminded that time is of the essence of this Agreement, and failure to complete the Work on time shall constitute a material breach of the Agreement, the basis for a determination of the default of the CONTRACTOR, and termination of the Agreement for cause. If the Contract/Bid Documents so indicate, an amount determined for liquidated damages at the rate specified shall be assessed against the successful BIDDER not complying with a stated delivery time or performance time.

MANDATORY REQUIREMENTS FOR RESPONSIVE BIDDERS

This section of the BID provides proposers with instructions concerning required information that must be submitted as part of their proposal. Failure to provide any of the required information or required documents or failure to arrange the proposal in accordance with these instructions may result in the proposal being rejected.

QUESTIONS

Questions concerning this Invitation to BID shall be directed to: Desiree' Akins by email at: desiree.akers@putnam-fl.gov and to no other person or department at the County.

SCOPE OF WORK SPECIFICATIONS

The County ('Putnam County BOCC' or the 'County') is seeking sealed bids from qualified contractors for:

St. Johns Avenue Drainage Improvements project. This project will include the construction of 4' x 8' box culvert at St. Johns Avenue in Palatka, FL from its drainage outfall (approximately 4,900' east of CR 309C) to Kay Larkin Drive. The project includes approximately 1,940' of roadway widening from existing 2-lane rural section to a proposed 3-lane rural section with improved storm sewer. Scope also includes reshaping of 1,800' of existing outfall ditch from St. Johns Avenue to approximately 750' north of PRC Way. Project also includes construction of a stormwater pond located approximately 500' north of PRC Way.

Base Bid

The base bid includes 1,872 LF of 4'x 8' box culvert at St. Johns Avenue from the drainage outfall to Kay Larkin Drive, 1,940' of roadway widening from existing 2-lane rural section to a proposed 3-lane rural section with improved storm sewer, reshaping of 1,800' of existing outfall ditch from St. Johns Avenue to approximately 750' north of PRC Way, and a 4-acre stormwater

Bid Name: St. Johns Avenue Drainage Improvements

pond located 500' north of PRC Way. The bid also includes 1,164 LF of 12" PVC water main and other water and sanitary sewer upgrades and adjustments.

Alternate Bid #1

Alternate Bid #1 includes 1,872 LF of 4'x 8' box culvert at St. Johns Avenue from the drainage outfall to Kay Larkin Drive plus 100 LF of 4'x 8' box culvert crossing PRC Way, 1,940' of roadway widening from existing 2-lane rural section to a proposed 3-lane rural section with improved storm sewer, reshaping of 1,800' of existing outfall ditch from St. Johns Avenue to approximately 750' north of PRC Way, and a 6-acre stormwater pond located approximately 500' north of PRC Way. The alternate bid also includes 1,164 LF of 12" PVC water main and other water and sanitary sewer upgrades and adjustments.

Alternate Bid #2

Alternate Bid #2 includes 1,253 LF of 4'x 8' box culvert and 719 LF of 43"X68" ERCP at St. Johns Avenue from the drainage outfall to Kay Larkin Drive plus 100 LF of 4'x 8' box culvert crossing PRC Way, 1,940' of roadway widening from existing 2-lane rural section to a proposed 3-lane rural section with improved storm sewer, reshaping of 1,800' of existing outfall ditch from St. Johns Avenue to approximately 750' north of PRC Way, and a 6-acre stormwater pond located approximately 500' north of PRC Way. The alternate bid also includes 1,164 LF of 12" PVC water main and other water and sanitary sewer upgrades and adjustments.

Before submitting a Bid, each Bidder should (a) examine the Bidding Documents thoroughly, (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress of performance of the work, (c) be familiar with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work, and (d) study and carefully correlate Bidder's observations with the Bidding Documents.

QUALIFICATION OF BIDDERS

Bidders must have successfully constructed, as a Prime Contractor or subcontractor, at least two (2) projects of the type construction proposed for this project, and must have been in business as a Contractor for at least three (3) years and worked under the same company name for a minimum of two (2) years.

The COUNTY may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the COUNTY all such information and data for this purpose as the COUNTY may request. The County reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the COUNTY that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

Each BIDDER shall be properly licensed, registered, and/or certified, as necessary or otherwise appropriate, by the State of Florida, Putnam County, and/or any municipality in Putnam County, for each category of work specified in this bid.

This bid requires that the Prime Contractor must be pre-qualified by the Florida Department of Transportation. Pre-qualification work classes shall be: Drainage

For categories of work that are exempt from licensing, registration, and/or certification

requirements under Florida Statute, but where certification by the Florida Department of Transportation is available, the BIDDER, and/or subcontractor shall be certified by the Florida Department of Transportation in each category, as necessary or otherwise appropriate. (If applicable and required.)

PROJECT PLAN NARRATIVE

The work shall consist of, but not limited to,

- (1) Clearing and grubbing and/or removal of existing drainage pipes and structures.
- (2) Placement of temporary erosion and pollution control.
- (3) Pond construction.
- (4) Outfall reshaping.
- (5) Laying of box culvert and drainage pipes / structures.
- (6) Backfilling and compaction.
- (7) Roadway pavement, sidewalk, and curb (alternate bid) construction.
- (8) Water and sanitary upgrades and adjustments.
- (9) Reworking of shoulders and placement of performance turf, sod, seed and mulch on all disturbed areas.
- (10) Maintenance of traffic shall be performed per FDOT Standard Plans Index 102 Series (previous Index 600 Series).
- (11) All asphalt paving shall meet current FDOT Standard Specifications for Road and Bridge Construction, January 2022 edition.

TECHNICAL SPECIFICATIONS

6.1.0 GENERAL

General Requirements

- 6.1.1 The plans and specifications are an integral part of the Contract Documents and as such will not stand alone if used independently. The Plans and Specifications establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction.
- 6.1.2 These specifications will provide a basis for the furnishing of all materials, equipment, labor, transportation, testing and other goods and services necessary to rehabilitate County owned and maintained roads, to the extent described in the scope of work and change orders.
- 6.1.3 Unless otherwise specified in the Special Conditions or Technical Specifications, all applicable portions of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, including Supplements, January 2022 Edition, and Standard Plans for Road Construction, 2021-22 Edition are hereby incorporated into and become a part of this set of Specifications, insofar as they apply to the proposed work. In addition to the applicable sections of the Florida Department of Transportation Standard Specification for Road and Bridge Construction, and Supplements therein, and Standard Plans for Road Construction, and any other part or parts that have been omitted from this list of F.D.O.T. Standards that apply to the proposed work shall be adhered to. Any special instructions related to these specifications and deviations from them are contained in the Special

Conditions and/or these Technical Specifications and shall apply. Any references in FDOT Specifications or any other specifications or documents referred to in this contract are modified as follows: No adjustments shall be made in payment for Bituminous materials, material thickness or density, or any other adjustments which may be specified in any referenced document.

6.2.0 TEMPORARY FACILITIES AND CONTROL

6.2.1 Noise Control

The CONTRACTOR shall provide adequate protection against objectionable noise levels caused by the operation of construction equipment.

6.2.2 Temporary Drainage and Water Control

The CONTRACTOR shall, as required, provide temporary drainage during construction. If needed, a temporary drainage plan shall be prepared and submitted for approval by the County's Public Works Director prior to construction. The CONTRACTOR shall provide for satisfactory disposal of surplus water and shall submit a plan to the ENGINEER for his review prior to initiation and implementation of the plan. Prior written approval shall be obtained from the proper authorities for the use of public or private lands or facilities for such disposal.

6.2.3 Pollution, Siltation and Erosion Control

Prevention, control, and abatement of erosion and water pollution shall conform to the applicable provisions of F.D.O.T. Specifications, Section 104.

6.3.0 CONTRACT CLOSEOUT

The COUNTY will provide the CONTRACTOR one (1) electronic copy of the drawing files suitable for editing. The CONTRACTOR will use the plan sets to document the as-built configuration and location of all work performed under this contract. The CONTRACTOR will be responsible for the care and cost of replacing these documents while in his possession. The electronic copy will be updated utilizing the original CADD Program at the end of the project using a separate file level for the as-built edits such that the edits will have a unique font and line weight to distinguish the edits from the original drawing. The number of drawings from the contract plans shall be maintained and clearly marked "As-Built", including those sheets where no changes were required when the work was constructed according to plan. The edited electronic copy and a signed and sealed hard copy of the electronically edited plans shall be provided to the ENGINEER two weeks prior to final inspection. The hard copy of the electronically edited plans shall be certified as to the location, right of way, relative grades, and elevations of all improvements constructed in this contract. Certification shall be by a Professional Land Surveyor licensed to practice in the State of Florida. The CONTRACTOR shall also certify that the materials used and quantities paid for are in accordance with the plans.

Payment for the cost of preparation and certification of the "As-Built" drawings shall be included in the Mobilization Lump Sum Bid Price and will include all costs associated with the preparation, reproduction, revision, and care of the documents. Contractor is to review the layout and notify the engineer in writing of any right of way conflicts prior to construction activities commencing. Final payment for this project will not be made until the "As-Built" drawings are reviewed and accepted by the ENGINEER.

6.4.0 CLEARING AND GRUBBING

6.4.1 This work item shall meet all the requirements as published in the FDOT Standard Specifications for Road and Bridge Construction, Section 110, January 2022 Edition.

6.4.2 Price and payment will be full compensation for all work specified in this Section.

6.5.0 INLETS, MANHOLES AND JUNCTION BOXES

6.5.1 This work item shall meet all the requirements as published in the FDOT Standard Specifications for Road and Bridge Construction, Section 425, January 2022 Edition.

6.5.2 Price and payment will be full compensation for all work specified in this Section.

6.6.0 PIPE CULVERT

6.6.1 Pipe culvert shall be constructed in accordance with Section 430 of the FDOT Standard Specifications for Road and Bridge Construction, January 2022 Edition.

6.6.2 Price and payment will be full compensation specified in this Section.

6.7.0 PROJECT SURVEY AND AS-BUILT DRAWINGS

Contractor shall be responsible for laying out the work, shall protect and preserve the established reference points and shall make no change or relocations without the written approval of the Engineer.

Contractor to establish bench marks for as-built drawing information and layout.

6.8.0 PERFORMANCE TURF

6.11.1 This work item shall meet all the requirements as published in Section 570 of the FDOT Standard Specifications for Road and Bridge Construction, January 2022 Edition.

6.11.2 Price and payments will be full compensation for all work and materials specified in this Section, the satisfactory disposal of excavated material, the furnishing and application of fertilizer and water. The sod to be used shall be Argentine bahia, well matted with roots, or match the existing type of grass. Maintain the sodded areas in a satisfactory condition until final acceptance. Such maintenance shall include the filling, leveling, and repairing of any washed or eroded areas, as maybe necessary. The quantity to be paid for will be included in the roadway's lump sum bid price, completed and accepted.

6.9.0 COSTS INCLUDED IN PAYMENT ITEMS

No separate payment shall be made for dewatering, adjustment of other utilities, testing, material and equipment utilized for testing, cleanup, and appurtenant work as required for a complete and operable system. The cost of such work shall be included in the applicable pay items of work.

6.10.0 OSHA STANDARDS FOR THE CONSTRUCTION INDUSTRY

The Contractor shall follow all appropriate Occupational Safety and Health Administration (OSHA) standards. The Contractor shall maintain safe site conditions at all times and pay special attention to the requirements for Trench safety, follow all rules of (29 CFR part 1926). Contractor shall maintain the Necessary supervision of subcontractors and strictly follow "Subpart P – Excavations".

PRELIMINARY MATTERS

Delivery of Bonds and Insurance Certificates

When CONTRACTOR delivers the executed Agreements to COUNTY, the CONTRACTOR shall also deliver to the County such Bonds and Insurance as CONTRACTOR may be required to furnish in accordance with this contract.

Before any work commences, CONTRACTOR shall also deliver to COUNTY, certificates of insurance purchased and to be maintained in accordance with this contract.

Commencement of Contract Time

The Contract Time will commence to run as designated in the Notice to Proceed.

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures. CONTRACTOR shall promptly report in writing to Engineer any conflict, error or discrepancy which CONTRACTOR may discover. The CONTRACTOR shall not be liable, however, to the County for failure to report any conflict, error or discrepancy in the Plans and Specifications, unless the CONTRACTOR has actual knowledge thereof or should reasonably have known thereof.

Preconstruction Conference

Within 20 days after the effective date of the Agreement, a conference will be held to:

- (a) Establish a working understanding between parties.
- (b) Establish procedures for handling shop drawings and other submittals.
- (c) Establish procedures for processing Applications for Payment.
- (d) Review the CONTRACTOR's anticipated construction progress schedule which shall show on a monthly basis, the percent of the Work to be completed and the dollar value of such Work.
- (e) Establish the date for the start of construction.

Project Data and Sample

Where a sample is required by the specifications, no related work shall be commenced until the submittal has been reviewed and approved by the Engineer.

Certifications

Whenever a standard of quality is established by a reference specification, the CONTRACTOR shall submit a certificate by the manufacturer that the material supplied meets the requirement of both the project and reference specification.

Layout Data

Engineer has provided in contract plans layout, which in his judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no change or relocations without the prior written approval of engineer.

CONTRACTOR shall report to Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and CONTRACTOR shall be responsible for replacement or relocations of such reference points by professionally qualified personnel.

The CONTRACTOR may be furnished additional instructions and detail drawings, by the Public Works Director as necessary to carry out the Work required by the Contract Documents.

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.

The CONTRACTOR shall submit to the Owner such schedule of quantities and costs, progress schedules, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Works to be performed.

The CONTRACTOR shall, upon the request of the Public Works Director, submit a listing of the qualifications of proposed Subcontractors and suppliers.

Prior to the first partial payment estimate the CONTRACTOR shall, upon request of the Public Works Director, submit construction progress schedules showing the order in which the various parts of the Work will be started, estimated date of completion of each part, as applicable.

The CONTRACTOR shall also submit, upon request of the Public Works Director, a schedule of payments that the CONTRACTOR anticipates will be earned during the course of the Work.

Intent

The Contract Documents comprise the entire Agreement between County and CONTRACTOR concerning the Work. They may be altered only by a Modification or Change Order.

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to Engineer in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to County for failure to report any conflict, error or discrepancy in the Specifications or Plans unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

It is the intent of the Specifications and Plans to describe a complete project to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specification or Plans as being required to produce the intended result shall be supplied whether

or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall not change the duties and responsibilities of County, CONTRACTOR, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

Applications for Progress Payments

The CONTRACTOR will bill the COUNTY by use of an Application for Payment, filled out and signed by CONTRACTOR, and accompanied by such supporting documentation as is required by the Contract Documents. The first Application for Payment shall be submitted at least ten days before the first progress payment falls due (not less than thirty days from the Notice to Proceed) by the CONTRACTOR to the Public Works Director for review, and monthly thereafter. If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to COUNTY as will establish COUNTY interest therein, including applicable insurance. Each subsequent application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR'S obligations reflected in prior Applications for Payment.

The COUNTY will retain ten percent of the amount due the CONTRACTOR from all progress payments.

Review of Applications for Progress Payments

The Public Works Director will, within ten days after receipt of each partial payment application, either indicate in writing approval of payment, and present the Application to the Finance Department of the COUNTY for payment, or return the Application to CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application, County shall, within ten days of presentation of the corrected Application forward same to the Finance Department for payment.

The Public Works Director may refuse to approve all or any part of a progress payment if, in his opinion, such Application would be incorrect or if on the basis of subsequently discovered evidence (inspections or tests), he considers such refusal necessary to protect the COUNTY from loss on account of:

- (a) Defective work not remedied.
- (b) Failure of CONTRACTOR to make payments properly to Subcontractors or for material or labor.
- (c) A reasonable doubt that the Contract can be completed for the balance then unpaid.
- (d) Damage to another CONTRACTOR.
- (e) No certificate for payment or payment made under the Contract Agreement except the final certificate of final payment shall be evidence of the

- performance of this Contract, either wholly or in part. No payment shall be construed to be an acceptance of defective work or improper materials.
- (f) The Engineer's approval of any payment requested in an Application for Payment shall constitute a representation by it to the COUNTY, based on the Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on its review of the Application for Payment and the supporting data, that the Work has progressed to the point indicated; that, to the best of its knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in its approval); and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment the Engineer shall not thereby be deemed to have represented that it made exhaustive or continuous onsite inspections to check the quality or the quantity of the Work, or that it has reviewed the means, methods, techniques, sequences, and procedures of construction or that it has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to it on account of the Contract Price.
- g) Any outstanding submittals that have not been submitted and approved.
- h) Any insurances certificates that are not current.
- i) Any provisions of the contractors QC plan not being adhered to.
- j) Any requirements noted in - **Contractors Responsibilities** that are not met or adhered to.

Final Inspection

Upon written notice from CONTRACTOR that the Work is complete, COUNTY will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment

After CONTRACTOR has completed all such corrections to the satisfaction of the Public Works Director and delivered all guarantees, records and other documents all as required by the Contract Documents, and after the Work has been deemed acceptable, CONTRACTOR may make final Application for Payment, clearly indicating that all work has been invoiced to COUNTY. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as Engineer may reasonably require, together with complete and legally effective releases or waivers of all Liens arising out of or filed in connection with the Work.

Since this account will be closed upon payment of final Application for Payment, any and other further charges if not properly included on this (final invoice) shall be waived by the CONTRACTOR.

Final Payment and Acceptance

If, on the basis of Engineer's final inspection and review of the final Application for Payment, Engineer is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, Engineer will, within ten days after receipt of the final Application for Payment, approve same. There upon, Engineer will give written notice to CONTRACTOR that the Work is acceptable. Otherwise, Engineer will return the final Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the application. If the application and accompanying documentation are appropriate, as to form and substance, COUNTY shall, within thirty days after receipt thereof pay CONTRACTOR that amount recommended by Engineer.

CONTRACTOR'S Continuing Obligation

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Engineer, not the issuance of a certificate of Substantial Completion, nor any payment by COUNTY to CONTRACTOR under the Contract Documents, nor any use of the Work or any part thereof by COUNTY, nor any failure to do so, nor the issuance of a notice of acceptance by Engineer nor any correction of defective Work by COUNTY shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR SUPERINTENDENCE

The CONTRACTOR shall have a competent superintendent and safety officer with authority to represent him present at all times during the progress of the work. The CONTRACTOR shall clearly identify the project superintendent and safety officer in writing to the Engineer. Those personnel assigned in such capacities shall remain with the project during any construction until its completion. The CONTRACTOR will be responsible for monitoring the job site during non-working hours to insure that no problems occur with traffic control and to correct any problems that occur with traffic control or public safety, immediately. The CONTRACTOR will maintain a phone with a recording device for receiving messages 24 hours per day for the duration of the job. Messages left on the recording device by the ENGINEER will be considered to be Notification of the Contractor.

Labor, Materials and Equipment

The onsite superintendent must have 10 years of related construction experience for the work being performed. The onsite safety officer will have 5 years of related construction experience for the work being performed and be OSHA 30 hr Certified or FDOT MOT certified. Credentials for the onsite superintendent and safety officer must be submitted to the Engineer for approval.

The CONTRACTOR will perform all Work during regular working hours with no overtime work or Saturday, Sunday or any legal holiday work without the COUNTY'S consent.

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 field office, safety signs in accordance with Florida Department of Transportation methods, temporary construction of any nature, to include traffic maintenance, sales and use taxes, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

The CONTRACTOR shall provide adequate sanitary facilities for the use of those employed on the work site. Such sanitary facilities shall be made available when the first employees arrive on the site. The sanitary facilities shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the work in adequate and suitable numbers for the employees employed on the job.

The CONTRACTOR shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. The CONTRACTOR shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the County or on adjacent property.

Manufactured materials and articles necessary to complete the Project shall be new when installed, connected, erected, or applied.

Materials and equipment shall be so stored as to insure the preservation of their 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.

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

Materials, supplies and equipment shall be in accordance with the Contract requirements and with samples submitted by the CONTRACTOR and approved by the Public Works Director.

Fill material of any type must come from a licensed, permitted facility. Documentation may be required by the Public Works Director.

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

Materials removed from the project as part of the plans and specifications may be claimed by the Owner. All materials removed from the project as part of the plans and specifications and not claimed by the Owner shall be disposed of by the CONTRACTOR in areas provided by him/her in accordance with all laws.

Patent Fees and Royalties

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

Permits

CONTRACTOR shall obtain and pay for all permits and licenses. CONTRACTOR shall pay all government charges which are applicable at the time of opening of Bids. It shall be the responsibility of the CONTRACTOR to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of the work.

Laws and Regulations

CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If CONTRACTOR observes that the Specifications or plans are at variance therewith, CONTRACTOR shall give Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to Engineer, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR'S primary responsibility to make certain that the Specifications and Plans are in accordance with such laws, ordinances, rules and regulations.

Taxes

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of Putnam County, State of Florida.

CONTRACTOR Use of Premises

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The CONTRACTOR shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Engineer with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for materials storage.

The CONTRACTOR shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures of Work of any kind, including permanent reference markers or property corner markers, or the interruption of a utility service, shall be repaired or restored promptly at no additional expense to the COUNTY.

The CONTRACTOR shall not close or obstruct any portion of a street, road, or private way without obtaining permits from the proper authorities. If any street, private way, or driveway shall be rendered unsafe by the CONTRACTOR'S operations, it shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Engineer. Streets, roads, private ways, and walks not closed shall be maintained passable by the CONTRACTOR at its expense, and the CONTRACTOR shall assume full responsibility for the adequacy and safety of provisions made. The CONTRACTOR shall at least three (3) days in advance, notify the Engineer in writing and receive permission, if the closure of a street is necessary. The CONTRACTOR shall be responsible for maintaining proper coordination with the Engineer.

The CONTRACTOR will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the Engineer. The CONTRACTOR will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass by equipment. The CONTRACTOR will be liable for, or will be required to protect or restore at no additional expense to the COUNTY all vegetation not protected or preserved as required here in that may be destroyed or damaged.

During the progress of the Work, the CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and debris resulting from the Work. At the completion of the Work the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by the COUNTY. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

Project Coordination

The CONTRACTOR shall provide for the complete coordination of the construction effort. This shall include but not necessarily be limited to coordination of the following:

1. Flow of material and equipment from suppliers.
2. The interrelated Work with public utilities companies, County and State of Florida.
3. The interrelated Work with the COUNTY where tie-ins to existing facilities are required.
4. The effort of independent testing agencies.
5. The CONTRACTOR and his Project Superintendent shall attend a preconstruction conference to be scheduled by the Engineer. At that time, all the parties concerned will discuss the project and will prepare a program of procedure in keeping with the requirements of the drawings and specifications.
6. The CONTRACTOR or his Project Superintendent shall notify the Engineer of the anticipated date of commencement of work at least forty-eight (48) hours prior to the date of commencement.
7. The CONTRACTOR shall supervise and direct the work efficiently and with its best skill and attention and shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. It shall be the CONTRACTOR'S responsibility to carefully study and compare the Contract Documents and to check and verify all figures shown thereon and all field measurements.
8. In case of discrepancy in the Plans, the matter shall be immediately submitted to the Engineer without whose decision said discrepancy shall not be adjusted by the CONTRACTOR, save only at its own risk and expense.
9. The CONTRACTOR shall be responsible to see that the finished work complies accurately with the Contract Documents.
10. The CONTRACTOR shall keep on the work, at all times, during its progress, a resident superintendent satisfactory to the Engineer. The superintendent shall not

be replaced without the consent of the Engineer. The superintendent shall not be assigned to more than one project. The superintendent shall be the CONTRACTOR'S representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR.

11. Any person employed on the work who shall be deemed to be incompetent, shall be guilty of any disorderly conduct or shall trespass on any property in the vicinity of the work shall be removed from the work at once by the CONTRACTOR at the request of the COUNTY or Engineer.
12. Neither the COUNTY or Engineer will be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of its agents or employees, or any other persons performing any of the work.
13. The CONTRACTOR shall so conduct its operations and maintain the work in such condition that adequate drainage shall be in effect at all times.
14. The CONTRACTOR will not obstruct existing gutters, ditches, and other runoff facilities.

Project Record Documents

The CONTRACTOR shall keep one record copy of all Specifications, Plans, Addenda, Modifications, Shop Drawings and Samples at the site, in good order and annotated to show all changes made during the construction progress. These shall be available to the Engineer for examination and shall be delivered to the Engineer upon completion of the Work. The documents shall be maintained for a minimum of five (5) years following contract completion and acceptance.

Project Photographs

The CONTRACTOR shall provide a photographic record of contract work. Photographs shall be taken under the supervision and direction of the Engineer and shall show the conditions existing on the work site prior to the commencement of, during the prosecution of, and at the completion of the contract work. Photographic record of contract work shall be submitted with each payment application. Photographs shall be taken of each of the major items during construction. A minimum of 10 prints per month clearly showing project status and key elements of construction. Deliver electronic images and prints to the Engineer with every pay request. Photographs shall be from locations to illustrate the condition of construction and the state of progress adequately. The Contractor shall provide before and after photographs of each portion of the site. At major location photographs shall include before, during, and after prints and all prints shall be placed in binders in ascending date order to show the Work as it progresses. Payment for this item shall be included in the Mobilization Lump sum bid price.

Shop Drawings, Submittals, and Samples

The term "shop drawings" as used herein includes fabrication, erection, layout, and setting drawings; manufacturer's standard drawings; schedules; descriptive literature and test data; wiring and control diagrams; all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show the Engineer that the proposed materials, equipment, or systems and the position thereof are in compliance with the requirements of the Contract Documents. As used herein, the term

“manufactured” applies to standard units usually mass produced, and “fabricated” means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall establish the actual details of all manufactured or fabricated items; indicate property relation to adjoining work; amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

The CONTRACTOR shall submit all required shop drawings with such promptness as to cause no delay in its work or in that of any other CONTRACTOR or subcontractor. No extensions of time will be granted to the CONTRACTOR because of failure to have shop drawings submitted in ample time to allow for checking, subsequent submittals and reviews, and approval. All shop drawings shall be complete in every detail, properly identified with the name and bid number of the project and to the Specification paragraph number for identification of each item, and stating qualifications, departures, or deviations from the Contract Documents, if any. Shop drawings for each section of the work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. Each drawing shall have a clear space above the title block in the lower right-hand corner for the approval stamps of the CONTRACTOR and the Engineer.

The CONTRACTOR shall forward to the Engineer for review six (6) prints of each drawing including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications. Similarly, the CONTRACTOR shall submit three (3) copies plus the number of copies it desires returned of manufacturer’s descriptive data for materials; equipment and fixtures, including catalog sheets showing dimensions, performance characteristics and capacities; wiring diagrams and controls; schedules; and other pertinent information as required.

Each subcontractor shall submit all shop drawings and manufacturer’s descriptive data through the CONTRACTOR for the Engineer’s approval. Shop drawings will not be accepted directly from subcontractors or suppliers (except in special instances when specifically required by the Engineer). All shop drawings shall be thoroughly checked by the CONTRACTOR for completeness and for compliance with the Contract Documents before submitting them to the Engineer, and shall bear the CONTRACTOR’S stamp of approval certifying that it has been so checked. Any shop drawings submitted without this stamp of approval and certification and any shop drawings which in the Engineer’s opinion are incomplete, contain numerous errors or have not been checked or checked only superficially by the CONTRACTOR will be returned unchecked by the Engineer for resubmission by the CONTRACTOR.

In checking shop drawings, the CONTRACTOR shall verify all dimensions and field conditions and shall check and coordinate the shop drawings of any section or trade with the requirements of all other sections or trades whose work is related thereto, as required for proper and complete installation of the work. The drawings will be reviewed for compliance with design concept and will either be approved (as qualified below) or desired corrections will be requested by a “Return for Correction: stamp; however, approval of such drawings shall not be construed as a complete check nor shall it relieve the CONTRACTOR, subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless it has, in writing, called the

Engineer's attention to such deviations at the time of submission and obtained written approval thereof, nor shall it relieve it from the responsibility for errors of any sort in shop drawings or schedules, nor from responsibility for proper fitting of the work, nor from the necessity of furnishing any work required by the Contract Documents which may not be indicated on shop drawings when approved. The CONTRACTOR shall be solely responsible for all quantities and dimensions which may be shown on the shop drawings. All rough-in and connections for utilities shall conform to approved equipment shop drawings.

The Engineer will review the shop drawings with reasonable promptness (normally 14 days minimum) and will return them to the CONTRACTOR stamped to indicate the action taken. The stamp will indicate that the shop drawing is "Approved", "Approved as Noted", "Returned for Correction", or "Disapproved". Only those show drawings stamped "Returned for Correction" or "Disapproved" shall be resubmitted for subsequent review. Resubmittals shall be in the same form and number of copies as original submittals, with notation indicating a revised submittal.

When shop drawings are in the form of manufacturer's descriptive literature, catalog cuts and brochures, each copy will be stamped by the Engineer in the same manner as described above for Shop Drawings, indicating the action taken. Copies stamped "Approved" or "Approved as Noted" will be returned to the CONTRACTOR, who will be responsible for distributing them to the field and to subcontractors. If stamped "Returned for Correction" or "Disapproved", the CONTRACTOR shall have the required corrections made and submit the same number of new copies for each subsequent review as was included in the original submittal until approval is obtained.

At the same time the Engineer returns a reviewed submittal to the CONTRACTOR, it will, also forward two copies of each item stamped "Approved" or "Approved as Noted", together with any conditions of approval, to the COUNTY for field and office use. The Engineer may revoke approval of shop drawings, should field conditions so dictate.

The CONTRACTOR shall, at no extra cost to the COUNTY make all changes and alterations whatsoever in work performed or in subcontracts or orders placed prior to the approval of any and all shop drawings.

A formal letter of transmittal consisting of an original and three (3) copies shall accompany each submittal. Each submittal shall deal with only one section of the Specifications, and shall be identified by section number and bid number. Shop drawings shall be forwarded to the Engineer. Each drawing (or each part of a brochure) shall be listed separately on the letter and identified thereon. The CONTRACTOR shall also note on the transmittal letter any deviations that the shop drawings may have from the requirements of the Contract Documents.

After approval of shop drawings and submissions, the CONTRACTOR shall submit, if required, bound copies of detailed instructions covering the operation and maintenance of all equipment furnished under this CONTRACTOR.

No work required by shop drawings shall be executed until approved by the Engineer and a copy

stamped "Approved" is on the job site. Approval of shop drawings by the Engineer shall not relieve the CONTRACTOR from the responsibility of furnishing the items covered in proper size, dimensions, quantity, quality, and service characteristics to efficiently perform the requirements and reasonable inferred intent of the Contract Documents. Such approval shall not relieve the CONTRACTOR from responsibility for errors in the shop drawings or for compatibility of the item covered with other materials, equipment, assemblies, devices, products, or fixtures used in construction of the project. Should the shop drawings deviate from the Contract Documents, the CONTRACTOR shall advise the Engineer in writing accompanying the shop drawings, including the reason for the deviation.

The term "Samples" as used herein included natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Engineer to determine whether the kind, quality, construction, workmanship, finish, color, and other characteristics of the materials, etc., proposed by the CONTRACTOR conform to the requirements of the Contract Documents. Samples approved by the Engineer shall establish the kind, quality, and other required characteristics of the various parts of the work, and all work shall be in accordance with the approved samples.

The CONTRACTOR shall submit all required samples with such promptness as to cause no delay in its own work or in that of any other CONTRACTOR or subcontractor. No extensions of time will be granted to the CONTRACTOR because of failure to have samples submitted in ample time to allow for review and approval.

In case considerable range of color, graining, texture, or other characteristics may be anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished to indicate the full range of such characteristics which will be present in the finished products. Unless otherwise called for in the various sections of the Specifications, samples shall be marked, tagged, or otherwise properly identified with the name of the CONTRACTOR, the name of the project, the purpose for which the samples are submitted, and the date, shall be accompanied by the letter of transmittal containing similar information together with the Specification paragraph number for identification of each item. Each tag or sticker shall have clear space for the approval stamps of the CONTRACTOR and the Engineer.

Samples of materials which are generally furnished in containers bearing the manufacturer's descriptive labels and printed application instructions shall, if not submitted in the standard containers, be supplied with such labels and application instructions.

Each subcontractor shall submit all samples through the CONTRACTOR for the Engineer's approval. All samples shall be checked by the CONTRACTOR for compliance with the Contract Documents before submitting them to the Engineer and shall bear the CONTRACTOR'S stamp of approval certifying that it has been so checked. If any samples are submitted without this stamp or if in the Engineer's opinion the samples are incomplete or have not been checked or only checked superficially, the CONTRACTOR will be notified to re-submit additional samples until such samples are satisfactory.

The Engineer will review samples for aesthetics, general design and technical compliance;

however, approval of such samples will not relieve the CONTRACTOR from responsibility for any departure or deviations from the requirements of the Contract Documents unless it has, in writing, called the Engineer's attention to such departures or deviations at the time of submission. The Engineer will pass upon the samples with reasonable promptness. If the samples are approved, it will be so stamped and the CONTRACTOR will be notified to pick them up. If the samples are not approved, the CONTRACTOR will be notified to re-submit additional samples until it is approved.

The CONTRACTOR will deliver one of each sample "Approved" or "Approved as Noted" (and so stamped) to the COUNTY prior to incorporation of the material represented in the work.

The Engineer may revoke approval of a sample, should field conditions so dictate. In addition, the Engineer might make approval of field components of construction, such as concrete mixes and backfill compaction, and as called for in the Specifications.

Submittals required are shown in Exhibit "C"

Traffic Control

The CONTRACTOR shall provide and maintain adequate barricades, construction signs, torches, flashers, guards, and flagmen as required in pedestrian and vehicular traffic areas, in accordance with F.D.O.T. Standard Plans Index 120 (previous Index 600). Regulations of local authorities shall be complied with.

The CONTRACTOR shall ensure that personnel utilized for traffic control operations (i.e. flagging, laborer controlled intersections, etc.) are able to generally communicate orally with people utilizing the roadway in a manner that all parties concerned can clearly understand each other.

The CONTRACTOR shall carry on the work in a manner that will cause the least interruption in traffic. Suitable methods will be used by the CONTRACTOR to protect the work from traffic until the new surface will support that traffic without damage. Any damage to the uncured surface or prepared base will be the responsibility of the CONTRACTOR.

Access for local traffic shall be maintained throughout the construction period of the project.

The CONTRACTOR shall be required to keep the entire work site in full compliance with the Florida Department of Transportation Roadway and Traffic Design Standards and the USDOT, FHWA Manual on Uniform Traffic Control Devices.

Driveway access to property will not be blocked for more than 8 hours on any day. Property owners will be notified in written form by the CONTRACTOR twenty-four (24) hours prior to the blocking of any driveway, or private access. Temporary driveway connections shall be provided where needed.

Lane widths for maintenance of two-way traffic should desirably be equal to lane widths of

the existing facility. Lane widths for other intersecting streets shall not be less than nine (9) feet in width. When one lane, one-way operation is necessary, a minimum width of 10 feet should be maintained and traffic controlled in accordance with F.D.O.T. Standard Index 600 Series. The CONTRACTOR shall ensure that permanent signs do not conflict with MOT signs. The CONTRACTOR shall cover all signs, both permanent and temporary, that conflict with traffic control during construction operations. The CONTRACTOR shall be responsible for performing periodic inspections, including weekends and holidays, with some inspections at night, of the MOT installations on the project and shall immediately replace all equipment and devices not conforming with the standards. County personnel shall be advised of the schedule of these inspections and be given the opportunity to join in the inspection.

Any violation of the required maintenance of traffic shall be reported to the CONTRACTOR. The CONTRACTOR will have four (4) hours to bring the site into full compliance. If this is not done, the County will have the option to take any corrective measures it feels necessary and to deduct the cost of these measures from the next payment to the CONTRACTOR.

Prior to the commencement of work at the job site, the CONTRACTOR shall receive approval of his traffic control plan from the ENGINEER.

Temporary centerline striping will be applied immediately following completion of work where existing striping is obliterated by this work. Permanent paint striping shall be applied to replace all pavement marking obliterated by this work no later than 20 and 30 days after completion of work or a Stop Work Order shall be issued. All striping will conform to FDOT Section on Sign and Marking. Payment for striping will be included in the unit price for each work type requiring placement of pavement striping.

Payment for temporary striping will be included in the Maintenance of Traffic lump sum price for each pay period.

Utilities

The CONTRACTOR shall be responsible for coordinating with involved utility companies to insure that construction as per the plans and specifications will not interrupt utility service except as agreed upon by the utility companies.

The CONTRACTOR shall be responsible for locating all utilities either on or contiguous to the site (or payline width) and taking adequate precautions to safely protect, support, and maintain such utilities during construction, whether or not such utilities are accurately shown on the Drawings.

Any damage to existing utilities will be the responsibility of the CONTRACTOR. The cost to repair any such damage will be considered as having been included in the Contract Price.

Customer service lines and other utilities that traverse a payline width are not normally shown on the Drawings and any damages thereto shall be the sole responsibility of the CONTRACTOR.

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It shall be the responsibility of the CONTRACTOR to notify each utility that may be affected by proposed construction at least 72 hours prior to construction in order for the utility to locate and stake its facilities in the field. Should the CONTRACTOR encounter any unidentified utility, work in the immediate area shall cease and the Engineer shall be advised. Florida Statutes specifically require the CONTRACTOR to notify gas companies with at least 48 hours advance notice of any digging operation in the vicinity of underground gas lines.

It will be the responsibility of the CONTRACTOR to notify all appropriate utility companies involved to stake and/or locate their underground utilities prior to the start of construction and to keep said utilities adequately marked during the course of construction.

After such location and identification, the CONTRACTOR will notify the utility of any conflicts. Such location and identification is to be done far enough in advance of the CONTRACTOR'S work, so that the utility will have adequate time to relocate conflicting facilities. If utilities are to remain in place, the CONTRACTOR is to provide adequate means of protection during work operations.

Should uncharted, or incorrectly charted piping or other utilities be encountered during work, the CONTRACTOR shall do the following:

1. Notify the Engineer and appropriate utilities immediately for directions and to determine exactly what has been encountered.
2. Cooperate with the utility companies in keeping respective services and facilities in operation.
3. Move and operate construction equipment to facilitate and aid in the protection, relocation and/or repair of said utilities.
4. Repair damaged utilities to the satisfaction of the utility owner.

Do not interrupt existing servicing facilities until acceptable temporary service has been provided and said service has been approved by the Engineer.

Contractor is responsible for coordination and raising of existing utility manhole covers, grates, plates, and roadway lids such that they are flush with the paving to be installed.

Safety and Protection

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

1. All employees on the Work and other person who may be affected thereby.
2. All the Work and all materials or equipment to be incorporated therein whether in storage on or off the site.
3. 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.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. In the event that a life threatening safety violation is either observed by County personnel or brought to the attention of County personnel, the COUNTY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of COUNTY to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of CONTRACTOR or any other party.

CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the work may affect them. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part by the CONTRACTOR, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and accepted.

In the event the CONTRACTOR does not perform its obligations under the preceding paragraphs, the COUNTY reserves the right at its election to make good any damage to public or private property caused by the work of the CONTRACTOR and the cost thereof will be deducted from the CONTRACTOR'S final payment application.

If at any time, in the opinion of the Engineer, the work is not properly lighted, barricaded, and in all respects safe in regard to public travel, persons on or about the work, or public or private property, the Engineer shall have the right to order such safeguards to be erected and such precautions to be taken as it deems advisable, and the CONTRACTOR shall comply promptly with such orders. If, under such circumstances, the CONTRACTOR does not, or cannot, immediately put the work and the safeguards into proper and approved condition, or if the CONTRACTOR or its representative is not upon the site so that it can be notified immediately of the insufficiency of safety precautions, the Engineer may put the work into such a condition that it shall, in the Engineer's opinion, in all respects be safe. The CONTRACTOR shall pay all expenses of such labor and materials as may have been used for this purpose by it or by the Engineer. Such action of the Engineer, or the Engineer's failure to take such action, shall in no way relieve the CONTRACTOR of the entire responsibility for any cost, loss, or damage sustained on account of the insufficiency of the safety precautions taken by it or by the Engineer under authority of this section.

CONTRACT CLOSEOUT

Cleanup

The CONTRACTOR shall at all times control dust and keep the premises free from accumulation of waste materials or rubbish caused by his employees or work, and at the completion of the work, he shall remove all his rubbish from and about the premises and all his tools and surplus materials and shall leave his work area clean. In case of disputes between Contractors, the County may remove the rubbish and charge the cost to the Contractors as the Engineer may determine to be just. In the event that the CONTRACTOR does not keep the work area free

of rubbish or accumulations of waste materials, and control dust, the OWNER will withhold an additional 5% from any pay request, above and beyond the standard 10% retainage.

At the conclusion of the project the CONTRACTOR shall insure that all debris and other unsightly objects are removed and disposed of in a satisfactory manner. The CONTRACTOR will restore to their original condition, as nearly as practicable, those portions of the site not designated for alteration.

The CONTRACTOR shall lay out the work at the location and to the lines and grades shown on the plans. Survey notes indicating the information and measurements used in establishing locations and grades shall be kept in notebooks and furnished to the ENGINEER with the record drawings for the project.

The CONTRACTOR shall keep one record copy of all specifications, plans, addenda, modifications, shop drawings and samples at the site, in good order and annotated to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for examination and shall be delivered to the ENGINEER upon completion of the work.

The CONTRACTOR shall also certify that the materials used and quantities paid for are in accordance with the plans.

The CONTRACTOR shall keep a photographic record of the contract work. He shall furnish all required photographic materials.

In addition to the proper identification numbers, all pictures shall be identified on the face, by appropriate permanent markings of the Project Name, the date when taken, and a brief description of the location at which the photograph was taken.

The COUNTY will provide the CONTRACTOR one (1) electronic copy of the drawing files suitable for editing. The CONTRACTOR will use the plan sets to document the as-built configuration and location of all work performed under this contract. The CONTRACTOR will be responsible for the care and cost of replacing these documents while in his possession. The electronic copy will be updated utilizing the original CADD Program at the end of the project using a separate file level for the as-built edits such that the edits will have a unique font and line weight to distinguish the edits from the original drawing. The number of drawings from the contract plans shall be maintained and clearly marked "As-Builts", including those sheets where no changes were required when the work was constructed according to plan. The edited electronic copy and a signed and sealed hard copy of the electronically edited plans shall be provided to the ENGINEER two weeks prior to final inspection. The hard copy of the electronically edited plans shall be certified as to the location, right of way, relative grades, and elevations of all improvements constructed in this contract. Certification shall be by a Professional Land Surveyor licensed to practice in the State of Florida. The CONTRACTOR shall also certify that the materials used and quantities paid for are in accordance with the plans.

Payment for the cost of preparation and certification of the "As-Built" drawings shall be

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included in the Mobilization pay item and Lump Sum Bid Price and will include all costs associated with the preparation, reproduction, revision, and care of the documents. Final payment for this project will not be made until the "As-Built" drawings are reviewed and accepted by the ENGINEER

Emergencies

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from COUNTY is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

WORK BY OTHERS

COUNTY may perform additional Work related to the Project by itself or let other direct contracts therefore which shall contain General Conditions similar to these. CONTRACTOR shall afford the COUNTY and/or the other Contractors who are parties to such direct Contracts reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his with theirs.

If any part of CONTRACTOR'S Work depends for proper execution or results upon the Work of the COUNTY and/or any such other CONTRACTOR, CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results of the Work. CONTRACTOR'S failure to report shall constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

The CONTRACTOR shall do all cuttings, fittings, or patching of the Work that may be required to integrate the work of other contractors or existing work as shown in, or reasonably implied, by the Contract Documents and as may be directed by the Engineer. However, the CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering other's work unless written consent from the ENGINEER and the parties affected is received.

COUNTY'S RESPONSIBILITIES

COUNTY shall furnish the data of OWNER under the Contract Documents promptly after they are due. County shall issue all communications to CONTRACTOR through Engineer.

In connection with OWNER'S rights to order changes in accordance with CHANGES IN WORK, COUNTY is obligated to execute Change Orders.

COUNTY shall provide CONTRACTOR, CONTRACTOR'S representative testing agencies and other governmental agencies with jurisdictional interests proper and safe access to the site at reasonable times as is necessary for performance of their functions in connection with the Contract Documents.

CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no change or relocations without the prior written approval of engineer. Contractor to establish bench marks for as-built drawings information and layout. Provide as-built drawings with cross-sections at no more than 100 feet intervals. Elevation datum NAVD 1988.

CONTRACTOR shall report to Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for replacement or relocations of such reference points are made by professionally qualified personnel.

ENGINEER'S STATUS

County's Representative

The Public Works Director (Engineer) shall serve as the COUNTY'S representative and 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 with reasonable promptness. The Public Works Director may appoint Engineers, and/or agents to represent the County on this project. Agents do not have the authority to waive any contract requirements, or approve change orders.

The Public Works Director will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

The Project Inspector shall serve to assist the Public Works Director in determining if the Work performed and the materials used meet the Contract requirements.

A representative of the Federal Government may inspect the construction work as they deem necessary. However, any such inspection will in no way make the Federal Government a party to the contract.

The Project Inspector shall not be authorized to issue Field Orders.

The Project Inspector shall be authorized to stop all or any portion of the Work if in his opinion the Work is not proceeding according to the requirements of the plans and specifications.

Decisions on Disagreements

ENGINEER will be the initial interpreter of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of such claim, dispute and other matter shall be delivered by the claimant to ENGINEER within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER within forty-five days of such occurrence unless ENGINEER allows an additional period

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of time to ascertain more accurate data. In his capacity as interpreter and judge ENGINEER will not show partiality to COUNTY or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

The rendering of a decision by ENGINEER with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided) will be condition precedent to any exercise by COUNTY or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter.

Limitations on ENGINEER'S Responsibilities

Neither ENGINEER'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturers, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as allowed", or terms of like effect or import are used, to describe requirements, direction, review or judgment of ENGINEER as to the Work, it is intended that such judgment will be solely to evaluate the Work for compliance with Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions above.

ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site otherwise performing any of the Work.

CHANGES IN THE WORK

Without invalidating the Agreement, COUNTY may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents.

COUNTY shall execute appropriate Change Orders prepared by ENGINEER covering changes in the Work which are required by COUNTY, or because of any other claim of CONTRACTOR for a change in the Contract Price which is recommended by ENGINEER.

If notice of any change affecting the general scope of the Work or change in the Contract Price

is required by the provisions of any Bond to be given the Surety, it will be CONTRACTOR'S responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to COUNTY.

No amendments and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties. The CONTRACTOR shall not commence work on any change until such written amendment or Change Order has been issued and signed by each of the parties. Contract amendments affecting price and/or completion dates and schedules may be made on behalf of the County in writing signed by the County Administrator subject to those limits set forth in the County's Purchasing Ordinance.

CHANGE OF CONTRACT PRICE

The Contract Price constitutes the compensation payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract price.

The Contract Price may only be changed by a Change Order. Any request for an increase in the Contract Price shall be based on written notice delivered to Engineer within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the request with supporting data shall be delivered within forty-five days of such occurrence unless Engineer allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such request shall be incorporated in a Change Order.

The value of any Work covered by a Change Order or any request for an increase or decrease in the Contract Price shall be determined in one of the followings ways:

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

By mutual acceptance of lump sum.

On the basis of the Cost of the Work plus a CONTRACTOR'S fee for overhead and profit (15%).

CHANGE OF THE CONTRACT TIME

The Contract Time may only be changed by a Change Order. Any request for an extension in the Contract Time shall be based on written notice delivered to the Engineer within fifteen days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such request shall be incorporated in a Change Order.

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such causes may include, but are not limited to; acts of God; the COUNTY'S omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The CONTRACTOR shall provide written notification to the Engineer within 15 days of any occurrence which results in CONTRACTOR'S failure of performance. Failure to provide written notice shall result in

CONTRACTOR waiving all rights to any contract judgment. If failure to perform is caused by the failure of the CONTRACTOR'S subcontractor(s) and is without the fault or negligence of either of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR'S request, as provided in Paragraph 12.1, the COUNTY shall consider the facts and extent of any failure to perform the Work and, if the CONTRACTOR'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract may be revised accordingly; subject to the COUNTY'S rights to change, terminate, or stop any or all of the Work at any time.

WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OR DEFECTIVE WORK

Warranty and Guarantee

CONTRACTOR warrants and guarantees to COUNTY that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be reflected, corrected or accepted as provided in the Article 13.

Test and Inspections

CONTRACTOR shall give Engineer timely notice to readiness of the Work for all required inspections, tests or approvals. The CONTRACTOR shall be responsible for obtaining all soils, optional base, limerock bearing ratios, proctors, density tests, and material tests and shall furnish required test results upon request of the Engineer.

If any law, ordinance, rule, regulation, code or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Engineer's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.

All inspections, tests or approvals other than those required in Section 13.2, or required by law, ordinance, rule regulation, code or order of any public body having jurisdiction shall be performed by the Engineer or by organizations acceptable to COUNTY and CONTRACTOR.

If any Work that is to be inspected, tested or approved is covered without approval or consent of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense.

Neither observations by Engineer nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents.

The CONTRACTOR agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

Testing Laboratory Services

All materials and equipment used in the performance 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.

The CONTRACTOR shall provide, at the CONTRACTOR'S expense, the testing and inspection services required by the Contract Documents.

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 the required certificates of inspections, testing, or approval. _

Uncovering Work

If any Work is covered contrary to the consent of Engineer, it must, if requested by Engineer, be uncovered for Engineer's re-examination and replaced at CONTRACTOR's expense.

If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, CONTRACTOR at Engineer's request, shall uncover, expose or otherwise make available for observation the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, CONTRACTOR shall 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 if he makes a claim therefore as provided in Articles 11 and 12.

COUNTY - MAY STOP THE WORK

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or if a life threatening safety violation is either observed by County personnel or brought to the attention of County personnel, the COUNTY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of COUNTY to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work Before Final Payment

If required by Engineer, CONTRACTOR shall promptly, without cost to COUNTY and as specified by Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work.

- a) Contractor shall submit corrective plan in writing for approval detailing corrective action for deficiencies and a schedule detailing the corrections.
- b) If greater than 30% of roadway in 1000' of distance requires patching the county may direct the contractor to provide a continuous overlay for the 1000' of distance at no cost to the county.

One Year Correction Period After Final Payment

If within one year after the date of final acceptance or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective CONTRACTOR shall promptly, without cost to COUNTY and in accordance with COUNTY'S written instructions, either correct such defective Work, or, if it has been rejected by COUNTY, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, COUNTY may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work, Deductions

If, instead of requiring correction or removal and replacement of defective Work, COUNTY prefers to accept it, COUNTY may do so. In such a case, if acceptance occurs prior to Engineer's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to COUNTY.

COUNTY - May Correct Defective Work

If CONTRACTOR fails within a reasonable time after written notice of Engineer to proceed to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, COUNTY may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising its rights under this paragraph, COUNTY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, COUNTY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site or for which COUNTY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow COUNTY'S representative agents and employees such access to the site as may be necessary to enable COUNTY to exercise its rights under this paragraph. All

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direct and indirect costs of COUNTY in exercising such rights shall be charged against CONTRACTOR in an amount verified by Engineer, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by COUNTY of COUNTY'S rights hereunder.

SUSPENSION OF WORK AND TERMINATION

County May Suspend Work

COUNTY may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR which shall fix the date on which Work shall be resumed. CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

COUNTY May Terminate

If the CONTRACTOR is adjudged 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 for any of its property, or if the CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or other applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to Subcontractors 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 Public Works Director then the Owner may, without prejudice to any other right of 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 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 differences to the Owner. Such costs incurred by the Owner will be determined by the Public Works Director and incorporated in a Change Order.

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.

If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more

than ninety

(90) days by the Owner or under an order of court or other public authority, or the Public Works Director fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the CONTRACTOR substantially the sum approved by the Public Works Director then the CONTRACTOR may, after ten (10) days from delivery of a Written Notice to the Owner and the Public Works Director 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 Public Works Director 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 ten (10) days Written Notice to the Owner and the Public Works Director 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.

REFERENCE TO STANDARDS

Whenever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization or body, it shall mean the latest standard, code, specification or tentative specification adopted and published on or before the date of advertisement for bids for this project.

Substitutions

Whenever a material, article, or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capabilities, quality and function shall be considered. 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 by reference to brand name or catalogue number, and if in the opinion of the Public Works Director, such materials, article, or piece of equipment is of equal substance and function to that specified, the Public Works Director may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The CONTRACTOR warrants that, if substitutions are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra components may be added by the CONTRACTOR without a change in the Contract Price or Contract Time.

Unforeseen Physical Conditions

CONTRACTOR shall promptly notify Engineer in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. Engineer will promptly review those conditions and if further investigation or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

Subcontracting

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The PRIME CONTRACTOR must perform a minimum of forty (40) percent of the work. The CONTRACTOR shall be fully responsible to the Owner for the acts and omissions of its Subcontractor 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.

The CONTRACTOR shall cause appropriate provisions to be inserted to 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. In addition, the Owner may require the CONTRACTOR to remove from the Project any employee(s) of the CONTRACTOR or Subcontractor who, in the opinion of the Public Works Director, is guilty of misconduct or is found to be incapable of performing Work duties in a safe and competent manner.

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

Requirements for Subcontractors

The grant agency requires that the County maintain a file that contains MBE/WBE participation, and they will be reviewing documentation of the PRIME CONTRACTOR'S efforts to obtain participation from MBE-WBE SUBCONTRACTORS. Specifically, prior to execution of a contract with the PRIME CONTRACTOR, the contractor must be able to document contacting MBE/WBE firms and why none were used, such as: quote was higher than non- MBE/WBE firm, MBE/WBE firm did not respond, or responded that they were too busy to work on project. A directory of certified MBE/WBE firms may be found at the State Office of Supplier Diversity website: <https://osd.dms.myflorida.com/directories>

The PRIME CONTRACTOR may also request a list of Certified MBE/WBE Vendors from the County's Grant Administrator, Scott Modesitt, at Summit Professionals, Inc. by email to scottm@summitpros.com.

Computation of Time

When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or a legal holiday, such day shall be omitted from the computation.

Liquidated Damages

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, liquidated damages shall be paid to the Owner at the rate identified on the Bid Form for all work awarded under the contract until the work shall have been satisfactorily completed as provided by the Contract Documents. Sundays and Legal Holidays shall be excluded in determining days in default.

It is agreed that the amount is the per-diem rate for damage incurred by reason of failure to complete the Work. The said amount is hereby agreed upon as the reasonable costs which may

be accrued by the Owner after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The Owner shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectable from the CONTRACTOR or Surety.

Substantial Completion

When the work (or a specified part thereof) has progressed to the point where, in the opinion of the Engineer, it is sufficiently complete, in accordance with the Contract Documents, so that the work (or a specified part) can be utilized for the purposes for which it is intended, the Engineer shall issue a definitive certificate of Substantial Completion. In the case of road construction projects all paving, curbs, gutters, driveways, storm sewers, culverts, inlet structures, swales, temporary pavement marking, and permanent traffic signs must be completed to the satisfaction of the Engineer.

Unauthorized Work

Work done without lines and grades given, work done beyond lines and grade shown on the Contract Documents or as given, or any extra work done without written authority will be considered as unauthorized work and will not be paid for by the COUNTY, and when so ordered by the Engineer, such work shall be removed and properly replaced by the CONTRACTOR at its own expense.

Interpretation of Approximate Quantities

The CONTRACTOR'S attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the Proposal, or elsewhere, is approximate only and not guaranteed. The COUNTY does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the CONTRACTOR plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work or other conditions pertaining thereto.

Certification of Chemicals

Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

Dust Control

If the Engineer determines that it is necessary to control dust from time to time during the progress of the work, the CONTRACTOR shall do so with a method approved by the Engineer at no additional cost to the contract.

Contractor will participate and be evaluated per the provisions of the Florida Department of Transportation's Contractor's Past Performance Rating (CPPR) system which may be given consideration in the prequalification/award of future work.

E-VERIFY LANGUAGE FOR ALL CONTRACTS

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term

REQUIRED FORMS

PROPOSAL COVER SHEET

Proposer must complete all information requested on the PROPOSAL COVER SHEET. The Proposal Cover Sheet is to be the first page of the proposer's response.

STATEMENT OF BIDDERS

QUALIFICATIONS BID FORM

BID BOND

Each Bid must be accompanied by a Bid Bond payable to the COUNTY for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the COUNTY will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed, the Bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and the performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

Attorneys-in-fact who sign BID BONDS, payment BONDS or performance BONDS must file with each BOND a current certified copy of their power of attorney.

If the successful bidder fails to execute and deliver the Agreement and furnish the required Performance Bond and Payment Bond within ten (10) days of the Notice of Award, the County may annul the Notice of Award and the Bid Bond of that Bidder will be forfeited.

NON-DISCRIMINATION IN EMPLOYMENT FORM

Putnam County does not discriminate against any person in its programs, activities, policies or procedures on the basis of race, ethnicity, color, national origin, marital status, religion, age, gender, sex, pregnancy, sexual orientation, gender identity, genetic information, disability, or veteran status.

ADDENDA ACKNOWLEDGEMENT FORM

If any addendums are issued, the proposer **must** acknowledge compliance with the addendum by submitting a signed copy of the addendum in this section. This form will be issued as part of the addendum process, if any addendums are issued. If no addendums are issued, this section only needs to be acknowledged as "none received".

PUBLIC ENTITY CRIMES FORM

Conviction for a public entity crime may not submit an RFP on a contract to provide any goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold A person or affiliate who has been placed on the convicted vendor list following amount provided in S.287.017 for category two for a period of 36 months from the date of being placed on the convicted vendor list, as per State of Florida Statute 287.133 (2) (a). The proposer must acknowledge compliance with this statute and its intent.

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, pursuant to Section 287.087, Florida Statutes, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process.

INDEMNIFICATION AGREEMENT

The consultant, contractor, lessee, or vendor agrees to indemnify, defend and hold harmless Putnam County BOCC, its officers, employees, agents and other representatives, individually and collectively from and against any and all claims, losses, etc. arising from injury to persons or damage to property as a result of an act or omission of the consultant, contractor, lessee, or vendor. For purposes hereof, claims / liabilities shall mean, but are not limited to, any losses, damages (including loss of use), expenses, demands, claims, suits, proceedings, liabilities, judgments, deficiencies, assessments, actions, investigations, penalties, interest or obligations (including court costs, costs of preparation and investigation, reasonable attorneys', accountants' and other professional advisors' fees and associated expenses), whether suit is instituted or not and, if instituted, at all tribunal levels and whether raised by the Parties hereto or a third party, incurred or suffered by the County Indemnities or any of them arising directly or indirectly from, in connection with, or as a result of (a) any false or inaccurate representation or warranty made by or on behalf of the Contractor in or pursuant to this RFP and the Agreement; (b) any disputes, actions, or other Liabilities arising with respect to, or in connection with, compliance by the County with any Public Records laws (as hereinafter defined) with respect to the Contractor's documents and materials; (c) any dispute, actions, or other liabilities arising in connection with the Contractor, the Contractor's subcontractors, or their respective agents or employees or representatives otherwise sustained or incurred on or about the Premises; (d) any act or omission of, or default or breach in the performance of any of the covenants or agreements made by the Contractor in or pursuant to this RFP or the Contract executed in connection with this RFP; and (e) any services provided by the Contractor, its employees, agents, or authorized representatives in connection with the performance of the Contract executed for this RFP. This indemnification shall survive termination of the RFP and the contract executed in connection with the RFP. The Contractor must acknowledge acceptance of the entire Indemnification Agreement.

REFERENCES

Provide a list of clients, preferably public or governmental organizations, for which you have provided a similar service. List should include reference name, address, telephone number, contact person, and a description of the service provided. In addition, the County reserves the right to contact current or former clients of the proposer not provided as part of the proposal.

Please provide a minimum of three references and a maximum of five.

LEGAL ISSUE

The proposer must indicate if there are any:

Suits or proceedings pending, or to the knowledge of the proposer, threatened in any court or before any regulatory commission or other administrative governmental agency against or affecting the proposer or the instructors to be used in providing the Services, which, if adversely determined, will have a material adverse effect on the ability of the proposer or any of its instructors to perform their obligations as stated in their response.

- A. The proposer is not in default under any instrument or agreement to which it is a party or by which it or any of its properties or assets may be bound, or in violation of any applicable laws, which default or violation may reasonably be expected to have a material adverse effect on the financial condition of the proposer.

If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.

*Additional Information

- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS
- Non-Collusion Statement
- Equal Opportunity/Affirmative Action Statement
- Construction Contractors Bid Opportunity List
- Signature Page

Proposal Forms to Follow this Page

PROPOSAL'S CHECKLIST

THIS CHECKLIST IS FOR THE CONVENIENCE OF THE COMPANY SUBMITTING A PROPOSAL AND MAY BE USED TO ENSURE THAT SECTIONS OF THE ITB/RFP/PROPOSAL ARE PROPERLY COMPLETED AND RETURNED. THIS FORM (PROPOSER'S CHECKLIST) IS FOR YOUR USE AND IS NOT REQUIRED.

Required **one (1) original hard copy, (1) one duplicate copies and provide one (1) USB drive** that contains "all" of your documentation included in the original bid in a pdf format of each of the following:

- ☐ Proposal Cover Sheet
- ☐ Statement of Bidder's Qualifications
- ☐ Bid Form / Schedule of Quantities
- ☐ Non-Discrimination in Employment Policy
- ☐ Acknowledgement of Addenda or Signed Copies of Each Bid Addendum
- ☐ Public Entity Crime Form
- ☐ Certificate or Proof of Insurance
- ☐ Drug-Free Work Place Certificate
- ☐ Hold Harmless and Indemnification Agreement
- ☐ Project References Form
- ☐ Legal Issues Form
- ☐ Copy of License(s)
- ☐ Summary of Proposed Subcontractors Form (if available)
- ☐ Documentation of Evidence of Minority and Women Business Enterprise (MBE/WBE) Subcontractor Solicitation
- ☐ Acknowledgement of Officer to Execute Bid Form
- ☐ Signature Form
- ☐ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions for Federal Aid Contracts
- ☐ Certification For Disclosure of Lobbying Activities on Federal-Aid Contracts (Declaration and Compliance With 49 CFR § 29)
- ☐ Disclosure of Lobbying Activities
- ☐ Trench Safety Act Compliance Form
- ☐ Form SC-37 - Debarment Certification (Prime Contractor)
- ☐ Form SC-38 - Debarment Certification (Subcontractors)

Included for Informational Purposes Only

- Exhibit A – Payment Bond
- Exhibit B – Performance Bond
- Exhibit C – Submittals
- Sample Contract for Services (informational purposes only)
- Form SC-52 - Section 3 Participation Report (Construction Prime Contractor)
- Form SC-53 - Section 3 Participation Report (Construction Subcontractor)
- Form SC-54 - Documentation for Businesses Claiming Section 3 Status

PROPOSAL COVER SHEET

ANTI-COLLUSION STATEMENT: The Bidder by signing and submitting a bid has "not" divulged to, discussed or compared his/her bid with any other Bidders and has not colluded with any other Bidders or parties to a bid whatsoever. (NOTE: Including there have been No premiums, rebates or gratuities paid or permitted either with, prior to, or after any delivery or personal contact. Any such violation will result in the cancellation of award of any resulting contract from this bid and the Bidder being debarred for not less than three (3) years of doing business with the County.)

Failure to sign this form may result in your proposal being deemed as "Non Responsive".

LEGAL NAME OF BIDDER: _____

TAX ID NUMBER: _____

MINORITY BUSINESS ENTERPRISE
TYPE & NUMBER: (if applicable): _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

BY: SIGNATURE (Manual): _____

BY: SIGNATURE (Typed): _____

TITLE: _____

PHONE NO: _____

FAX NO.: _____

E-MAIL ADDRESS: (if available) _____

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address.
3. Copy of licenses required to perform work.
4. When organized.
5. How many years have you been engaged in the contracting business under your present firm of trade name? (minimum requirement of two years)
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
7. Have you ever failed to complete any work awarded to you?
8. Have you defaulted on a contract?
9. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
10. List your major equipment **available for this project**.
11. Experience in construction work similar in importance to this project.
12. Background and experience of the principal members of your organizations, including the officers.
13. Credit available: \$_____.
14. Give bank reference.
15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the County?
16. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the County in verification of the recitals comprising this Statement of Bidder's Qualifications.

Bidder

Date

Putnam County Board of County Commissioners

BID No. : 22-19

Bid Name: St. Johns Avenue Drainage Improvements

BID FORM

Project: St. Johns Avenue Drainage Improvements

Bid No.: 22 – 19

To: The Board of County Commissioners Putnam County, Florida

Date Submitted: _____, 2022

BID PROPOSAL OF

Full Legal Company Name

Mailing Address

Telephone Number

Email Address

Bidders: Having become familiar with requirements of the work, and having carefully examined the Bidding Documents and Specifications entitled: Bid No: 22 - 19 – St. Johns Avenue Drainage Improvements in Putnam County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents.

Quantities listed are for informational purposes only. Contractor shall visit project site and do their own quantity take off.

Note: Any and all fees, charges, and cost associated with performing the required services must be included in the total price submitted below. The submitted unit prices shall be final cost to the County. No separate fuel or transportation surcharges, or any other fees or costs shall be paid in addition to the prices submitted below.

QUANTITIES LISTED ARE FOR INFORMATIONAL PURPOSES ONLY

BASE BID

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE (\$)	PRICE (\$)
1	MOBILIZATION	LS	1		
2	MAINTENANCE OF TRAFFIC	LS/DAY	1		
3	SILT FENCE STAKED (TYPE III) & STRAW HAYBALES	LF	1,500		
4	ADDITIONAL TEMPORARY EROSION & SEDIMENT CONTROL	LS	1		
5	CLEARING & GRUBBING	AC	9.0		
6	REMOVAL OF EXISTING CONCRETE	SY	90.0		
7	REGULAR EXCAVATION	CY	45,023		
8	EMBANKMENT	CY	5,729		
9	STABILIZATION TYPE B	SY	11,164		
10	BASE GROUP 4	SY	10,123		
11	BASE GROUP 10	SY	0		
12	TENSAR TX-5 GEOGRID	SY	8,587		
13	FRICTION COURSE FC-12.5 (TRAFFIC C - 2")	TN	1,097.3		

Putnam County Board of County Commissioners

BID No. : 22-19

Bid Name: **St. Johns Avenue Drainage Improvements**

14	MISCELLANEOUS ASPHALT PAVEMENT 2"	TN	17.9	
15	CONCRETE CURB AND GUTTER	LF	0.0	
16	CONCRETE SIDEWALK 5" THICK	SY	96.4	
17	DETECTABLE WARNING SURFACE	SF	50.0	
18	INLETS, DT BOT, TYPE C, <10'	EA	14	
19	INLETS, DT BOT, TYPE D, <10'	EA	2	
20	INLETS, DT BOT, TYPE H, <10' (MODIFIED) (DIVERSION STRUCTURE)	EA	1	
21	WEIR OUTFALL CONTROL STRUCTURE	EA	1	
22	MANHOLES, P-7, <10'	EA	2	
23	MANHOLES, J-7, <10'	EA	4	
24	MANHOLES, J-8, <10'	EA	7	
25	STRAIGHT CONCRETE ENDWALLS, 36", SINGLE, 0 DEGREES, ROUND	EA	1	
26	PIPE FILLING AND PLUGGING - PLACE OUT OF SERVICE	CY	2.5	
27	MITERED END SECTION, OPTIONAL ROUND, 48" SD	EA	1	
28	4'X8' BOX CULVERT HEADWALL	EA	3	
29	PIPE CONC CULV (CLASS II) (24" RCP)	LF	562	
30	PIPE CONC CULV (CLASS II) (30" RCP)	LF	57	
31	PIPE CONC CULV (CLASS II) (36" RCP)	LF	43	
32	PIPE CONC CULV (CLASS II) (48" RCP)	LF	67	
33	PIPE CULV, OPT MATL, OTHER SHAPE - ELIP / ARCH, 54" S/CD (43"X68" ERCP)	LF	0	
34	4'X8' BOX CULVERT	LF	1,872	
35	RIP RAP RUBBLE, SAND CEMENT	CY	2.9	
36	RIP RAP, RUBBLE, BANK AND SHORE	TN	23	
37	SODDING (BAHIA)	SY	23,150	
38	SINGLE SIGN POST (< 12 SF)	AS	6	
39	SINGLE SIGN POST, RELOCATE	AS	4	
40	SINGLE SIGN POST, REMOVE	AS	4	
41	RETRO REFLECTIVE PAVEMENT MARKERS	EA	233	
42	THERMOPLASTIC, STD., WHITE, ARROW	EA	10	
43	THERMOPLASTIC, STD., WHITE, SOLID 18"	LF	532	
44	THERMOPLASTIC, STD., YELLOW, SOLID 18"	LF	655	
45	THERMOPLASTIC, STD-OP, WHITE, SOLID 6"	GM	0.792	
46	THERMOPLASTIC, STD., WHITE, SOLID 24"	LF	41	
47	THERMOPLASTIC, STD., WHITE, SOLID 12"	LF	114	
48	THERMOPLASTIC, STD-OP, YELLOW, SOLID 6"	GM	0.917	
49	THERMOPLASTIC, STD-OP, YELLOW, SKIP, 6", 10-30 SKIP	GM	0.033	
50	GOPHER TORTOISE RELOCATION	EA	3.00	
51	12" PVC WATER MAIN	LF	1,164	
52	8" PVC WATER MAIN	LF	30	
53	6" PVC WATER MAIN	LF	6	
54	12" PVC REUSE WATER MAIN	LF	40	

Putnam County Board of County Commissioners

BID No. : 22-19

Bid Name: St. Johns Avenue Drainage Improvements

55	8" PVC REUSE WATER MAIN	LF	64		
56	6" PVC REUSE WATER MAIN	LF	80		
57	8" PVC FORCE MAIN	LF	154		
58	2" WATER SERVICE	LF	246		
59	12" M.J. 45 DEG. BEND	EA	48		
60	6" M.J. 45 DEG. BEND	EA	16		
61	8" M.J. 90 DEG. BEND	EA	1		
62	8" M.J. 45 DEG. BEND	EA	28		
63	12" M.J. 11.25 DEG. BEND	EA	4		
64	12" M.J. PLUG	EA	3		
65	8" M.J. PLUG	EA	2		
66	6" M.J. PLUG	EA	1		
67	12" X 12" M.J. TEE	EA	1		
68	12" X 8" M.J. TEE	EA	2		
69	12" X 6" M.J. TEE	EA	1		
70	12" M.J. CUT-IN SLEEVE	EA	12		
71	8" M.J. CUT-IN SLEEVE	EA	15		
72	6" M.J. CUT-IN SLEEVE	EA	8		
73	12" M.J. GATE VALVE W/ BOX & COVER	EA	8		
74	8" M.J. GATE VALVE W/ BOX & COVER	EA	2		
75	6" M.J. GATE VALVE W/ BOX & COVER	EA	1		
76	FIRE HYDRANT	EA	1		
77	CONNECT TO EXISTING WATER/FORCE MAINS	EA	37		
78	ABANDON 12" WATER MAIN BY GROUT FILLING	LF	1,000		
79	ABANDON 8" WATER MAIN BY GROUT FILLING	LF	120		
80	2" POLY WATER SERVICE	LF	246		
81	REMOVE EXISTING VALVE BOX AND COVER	EA	2		
82	REMOVE FIRE HYDRANT	EA	1		
83	SAWCUT, REMOVE AND REPLACE ASPHALT ROADWAY	SF	292		

TOTAL CONSTRUCTION COST LUMP SUM (\$) BASE BID

ALTERNATE BID #1

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE (\$)	PRICE (\$)
1	MOBILIZATION	LS	1		
2	MAINTENANCE OF TRAFFIC	LS/DAY	1		
3	SILT FENCE STAKED (TYPE III) & STRAW HAYBALES	LF	1,500		
4	ADDITIONAL TEMPORARY EROSION & SEDIMENT CONTROL	LS	1		
5	CLEARING & GRUBBING	AC	11.0		
6	REMOVAL OF EXISTING CONCRETE	SY	90.0		

Putnam County Board of County Commissioners

BID No. : 22-19

Bid Name: St. Johns Avenue Drainage Improvements

7	REGULAR EXCAVATION	CY	98,023		
8	EMBANKMENT	CY	9,729		
9	STABILIZATION TYPE B	SY	11,357		
10	BASE GROUP 4	SY	10,123		
11	BASE GROUP 10	SY	189		
12	TENSAR TX-5 GEOGRID	SY	8,587		
13	FRICTION COURSE FC-12.5 (TRAFFIC C - 2")	TN	1,115.6		
14	MISCELLANEOUS ASPHALT PAVEMENT 2"	TN	17.9		
15	CONCRETE CURB AND GUTTER	LF	100.0		
16	CONCRETE SIDEWALK 5" THICK	SY	96.4		
17	DETECTABLE WARNING SURFACE	SF	50.0		
18	INLETS, DT BOT, TYPE C, <10'	EA	14		
19	INLETS, DT BOT, TYPE D, <10'	EA	2		
20	INLETS, DT BOT, TYPE H, <10' (MODIFIED) (DIVERSION STRUCTURE)	EA	1		
21	WEIR OUTFALL CONSTROL STRUCTURE	EA	1		
22	MANHOLES, P-7, <10'	EA	2		
23	MANHOLES, J-7, <10'	EA	4		
24	MANHOLES, J-8, <10'	EA	7		
25	STRAIGHT CONCRETE ENDWALLS, 36", SINGLE, 0 DEGREES, ROUND	EA	1		
26	PIPE FILLING AND PLUGGING - PLACE OUT OF SERVICE	CY	2.5		
27	MITERED END SECTION, OPTIONAL ROUND, 48" SD	EA	1		
28	4'X8' BOX CULVERT HEADWALL	EA	3		
29	PIPE CONC CULV (CLASS II) (24" RCP)	LF	562		
30	PIPE CONC CULV (CLASS II) (30" RCP)	LF	57		
31	PIPE CONC CULV (CLASS II) (36" RCP)	LF	43		
32	PIPE CONC CULV (CLASS II) (48" RCP)	LF	67		
33	PIPE CULV, OPT MATL, OTHER SHAPE - ELIP / ARCH, 54" S/CD (43"X68" ERCP)	LF	0		
34	4'X8' BOX CULVERT	LF	1,972		
35	RIP RAP RUBBLE, SAND CEMENT	CY	8.7		
36	RIP RAP, RUBBLE, BANK AND SHORE	TN	68		
37	SODDING (BAHIA)	SY	24,851		
38	SINGLE SIGN POST (< 12 SF)	AS	6		
39	SINGLE SIGN POST, RELOCATE	AS	4		
40	SINGLE SIGN POST, REMOVE	AS	4		
41	RETRO REFLECTIVE PAVEMENT MARKERS	EA	233		
42	THERMOPLASTIC, STD., WHITE, ARROW	EA	10		
43	THERMOPLASTIC, STD., WHITE, SOLID 18"	LF	532		
44	THERMOPLASTIC, STD., YELLOW, SOLID 18"	LF	655		
45	THERMOPLASTIC, STD-OP, WHITE, SOLID 6"	GM	0.792		
46	THERMOPLASTIC, STD., WHITE, SOLID 24"	LF	41		
47	THERMOPLASTIC, STD., WHITE, SOLID 12"	LF	114		

Putnam County Board of County Commissioners

BID No. : 22-19

Bid Name: St. Johns Avenue Drainage Improvements

48	THERMOPLASTIC, STD-OP, YELLOW, SOLID 6"	GM	0.936		
49	THERMOPLASTIC, STD-OP, YELLOW, SKIP, 6",10-30 SKIP	GM	0.033		
50	GOPHER TORTOISE RELOCATION	EA	3.00		
51	12" PVC WATER MAIN	LF	1,164		
52	8" PVC WATER MAIN	LF	30		
53	6" PVC WATER MAIN	LF	6		
54	12" PVC REUSE WATER MAIN	LF	40		
55	8" PVC REUSE WATER MAIN	LF	64		
56	6" PVC REUSE WATER MAIN	LF	80		
57	8" PVC FORCE MAIN	LF	154		
58	2" WATER SERVICE	LF	246		
59	12" M.J. 45 DEG. BEND	EA	48		
60	6" M.J. 45 DEG. BEND	EA	16		
61	8" M.J. 90 DEG. BEND	EA	1		
62	8" M.J. 45 DEG. BEND	EA	28		
63	12" M.J. 11.25 DEG. BEND	EA	4		
64	12" M.J. PLUG	EA	3		
65	8" M.J. PLUG	EA	2		
66	6" M.J. PLUG	EA	1		
67	12" X 12" M.J. TEE	EA	1		
68	12" X 8" M.J. TEE	EA	2		
69	12" X 6" M.J. TEE	EA	1		
70	12" M.J. CUT-IN SLEEVE	EA	12		
71	8" M.J. CUT-IN SLEEVE	EA	15		
72	6" M.J. CUT-IN SLEEVE	EA	8		
73	12" M.J. GATE VALVE W/ BOX & COVER	EA	8		
74	8" M.J. GATE VALVE W/ BOX & COVER	EA	2		
75	6" M.J. GATE VALVE W/ BOX & COVER	EA	1		
76	FIRE HYDRANT	EA	1		
77	CONNECT TO EXISTING WATER/FORCE MAINS	EA	37		
78	ABANDON 12" WATER MAIN BY GROUT FILLING	LF	1,000		
79	ABANDON 8" WATER MAIN BY GROUT FILLING	LF	120		
80	2" POLY WATER SERVICE	LF	246		
81	REMOVE EXISTING VALVE BOX AND COVER	EA	2		
82	REMOVE FIRE HYDRANT	EA	1		
83	SAWCUT, REMOVE AND REPLACE ASPHALT ROADWAY	SF	292		

TOTAL CONSTRUCTION COST LUMP SUM (\$) ALTERNATE BID #1

Putnam County Board of County Commissioners

BID No. : 22-19

Bid Name: St. Johns Avenue Drainage Improvements**ALTERNATE BID #2**

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE (\$)	PRICE (\$)
1	MOBILIZATION	LS	1		
2	MAINTENANCE OF TRAFFIC	LS/DAY	1		
3	SILT FENCE STAKED (TYPE III) & STRAW HAYBALES	LF	1,500		
4	ADDITIONAL TEMPORARY EROSION & SEDIMENT CONTROL	LS	1		
5	CLEARING & GRUBBING	AC	11.0		
6	REMOVAL OF EXISTING CONCRETE	SY	90.0		
7	REGULAR EXCAVATION	CY	98,023		
8	EMBANKMENT	CY	9,729		
9	STABILIZATION TYPE B	SY	11,357		
10	BASE GROUP 4	SY	10,123		
11	BASE GROUP 10	SY	189		
12	TENSAR TX-5 GEOGRID	SY	8,587		
13	FRICTION COURSE FC-12.5 (TRAFFIC C - 2")	TN	1,115.6		
14	MISCELLANEOUS ASPHALT PAVEMENT 2"	TN	17.9		
15	CONCRETE CURB AND GUTTER	LF	100.0		
16	CONCRETE SIDEWALK 5" THICK	SY	96.4		
17	DETECTABLE WARNING SURFACE	SF	50.0		
18	INLETS, DT BOT, TYPE C, <10'	EA	14		
19	INLETS, DT BOT, TYPE D, <10'	EA	2		
20	INLETS, DT BOT, TYPE H, <10' (MODIFIED) (DIVERSION STRUCTURE)	EA	1		
21	WEIR OUTFALL CONSTROL STRUCTURE	EA	1		
22	MANHOLES, P-7, <10'	EA	2		
23	MANHOLES, J-7, <10'	EA	4		
24	MANHOLES, J-8, <10'	EA	7		
25	STRAIGHT CONCRETE ENDWALLS, 36", SINGLE, 0 DEGREES, ROUND	EA	1		
26	PIPE FILLING AND PLUGGING - PLACE OUT OF SERVICE	CY	2.5		
27	MITERED END SECTION, OPTIONAL ROUND, 48" SD	EA	1		
28	4'X8' BOX CULVERT HEADWALL	EA	3		
29	PIPE CONC CULV (CLASS II) (24" RCP)	LF	562		
30	PIPE CONC CULV (CLASS II) (30" RCP)	LF	57		
31	PIPE CONC CULV (CLASS II) (36" RCP)	LF	43		
32	PIPE CONC CULV (CLASS II) (48" RCP)	LF	67		
33	PIPE CULV, OPT MATL, OTHER SHAPE - ELIP / ARCH, 54" S/CD (43"X68" ERCP)	LF	719		
34	4'X8' BOX CULVERT	LF	1,253		
35	RIP RAP RUBBLE, SAND CEMENT	CY	8.7		
36	RIP RAP, RUBBLE, BANK AND SHORE	TN	68		
37	SODDING (BAHIA)	SY	24,851		
38	SINGLE SIGN POST (< 12 SF)	AS	6		
39	SINGLE SIGN POST, RELOCATE	AS	4		

Putnam County Board of County Commissioners

BID No. : 22-19

Bid Name: St. Johns Avenue Drainage Improvements

40	SINGLE SIGN POST, REMOVE	AS	4		
41	RETRO REFLECTIVE PAVEMENT MARKERS	EA	233		
42	THERMOPLASTIC, STD., WHITE, ARROW	EA	10		
43	THERMOPLASTIC, STD., WHITE, SOLID 18"	LF	532		
44	THERMOPLASTIC, STD., YELLOW, SOLID 18"	LF	655		
45	THERMOPLASTIC, STD-OP, WHITE, SOLID 6"	GM	0.792		
46	THERMOPLASTIC, STD., WHITE, SOLID 24"	LF	41		
47	THERMOPLASTIC, STD., WHITE, SOLID 12"	LF	114		
48	THERMOPLASTIC, STD-OP, YELLOW, SOLID 6"	GM	0.936		
49	THERMOPLASTIC, STD-OP, YELLOW, SKIP, 6",10-30 SKIP	GM	0.033		
50	GOPHER TORTOISE RELOCATION	EA	3.00		
51	12" PVC WATER MAIN	LF	1,164		
52	8" PVC WATER MAIN	LF	30		
53	6" PVC WATER MAIN	LF	6		
54	12" PVC REUSE WATER MAIN	LF	40		
55	8" PVC REUSE WATER MAIN	LF	64		
56	6" PVC REUSE WATER MAIN	LF	80		
57	8" PVC FORCE MAIN	LF	154		
58	2" WATER SERVICE	LF	246		
59	12" M.J. 45 DEG. BEND	EA	48		
60	6" M.J. 45 DEG. BEND	EA	16		
61	8" M.J. 90 DEG. BEND	EA	1		
62	8" M.J. 45 DEG. BEND	EA	28		
63	12" M.J. 11.25 DEG. BEND	EA	4		
64	12" M.J. PLUG	EA	3		
65	8" M.J. PLUG	EA	2		
66	6" M.J. PLUG	EA	1		
67	12" X 12" M.J. TEE	EA	1		
68	12" X 8" M.J. TEE	EA	2		
69	12" X 6" M.J. TEE	EA	1		
70	12" M.J. CUT-IN SLEEVE	EA	12		
71	8" M.J. CUT-IN SLEEVE	EA	15		
72	6" M.J. CUT-IN SLEEVE	EA	8		
73	12" M.J. GATE VALVE W/ BOX & COVER	EA	8		
74	8" M.J. GATE VALVE W/ BOX & COVER	EA	2		
75	6" M.J. GATE VALVE W/ BOX & COVER	EA	1		
76	FIRE HYDRANT	EA	1		
77	CONNECT TO EXISTING WATER/FORCE MAINS	EA	37		
78	ABANDON 12" WATER MAIN BY GROUT FILLING	LF	1,000		
79	ABANDON 8" WATER MAIN BY GROUT FILLING	LF	120		
80	2" POLY WATER SERVICE	LF	246		

Putnam County Board of County Commissioners

BID No. : 22-19

Bid Name: St. Johns Avenue Drainage Improvements

81	REMOVE EXISTING VALVE BOX AND COVER	EA	2		
82	REMOVE FIRE HYDRANT	EA	1		
83	SAWCUT, REMOVE AND REPLACE ASPHALT ROADWAY	SF	292		
TOTAL CONSTRUCTION COST LUMP SUM (\$) ALTERNATE BID #2					

TOTAL CONSTRUCTION COST (Base Bid Lump Sum)

_____ (\$ _____)

TOTAL CONSTRUCTION COST (Alternate Bid #1 Lump Sum)

_____ (\$ _____)

TOTAL CONSTRUCTION COST (Alternate Bid #2 Lump Sum)

_____ (\$ _____)

TIME OF COMPLETION: 260 CALENDAR DAYS (SUBSTANTIAL COMPLETION)

270 CALENDAR DAYS TO FINAL COMPLETION

LIQUIDATED DAMAGES: \$1,000.00 PER DAY

SURETY: _____

AMOUNT OF BOND: _____

Notice should be delivered to the undersigned at the following address:

NAME OF BIDDER: _____

Putnam County Board of County Commissioners
 BID No. : 22-19
 Bid Name: St. Johns Avenue Drainage Improvements
IRS W-9

INSTRUCTIONS FOR W-9 FORM:

Contractors can obtain the W-9 Form and Instructions by visiting: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

The W-9 form is requested to be completed and returned with your RFP proposal submittal:

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
See specific instructions on page 3. Print or type.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions.	
6 City, state, and ZIP code		Requester's name and address (optional)
7 List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later. Social security number or Employer identification number 		
Sign Here Signature of U.S. person ▶ _____ Date ▶ _____		
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i> , later.		

NON-DISCRIMINATION IN EMPLOYMENT POLICY

(Section 301, Executive Order 10925, March 6, 1961, 26 FR 1977 as amended by Executive Order 11114, June 22, 1963, 28 FR 6485)

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

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, 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, creed, color, 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 by the contracting officer setting forth the provisions of this non-discrimination clause.

"(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 consideration for employment without regard to race, creed, color or national origin.

"(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 by the agency contracting officer advising the said labor union or workers' representative 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.

"(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

"(5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

"(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Governments contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

"(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, 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 contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provide, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

By: _____ By: _____

Legal Name of Proposer/Company

Signatory's Name & Title

By: _____ Date: _____

Signature

Name of Bidder: _____

Acknowledgement of receipt of addenda:
 The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

This acknowledgement of Addenda form is to be returned with your RFP Proposal.

 Signature

 Title

 Printed Name

 Date

Putnam County Board of County Commissioners

BID No. : 22-19

Bid Name: St. Johns Avenue Drainage Improvements

Public Entity Crimes

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES. THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal number: BID-22-19. This sworn statement is submitted to PUTNAM COUNTY BOCC.

2. This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

3. My name is _____ and my relationship to the entity named above is _____.

4. 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 or 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 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.

5. I understand that "convicted" or "conviction" as defined in Section 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

- a.) A predecessor or successor of a person convicted of a public entity crime; or
- b.) 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 those 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 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 who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 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 into a binding contract and which bids or applies 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 "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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.

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearing. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature: _____ Date: _____ State of _____ County of _____

Personally Appeared before Me, The undersigned authority, _____ who, after being first duly sworn by me affixed his/her signature in the space provided above on this _____ day of _____ 20 ____.

Notary Public Signature

Notary Seal

DRUG-FREE WORK PLACE CERTIFICATE

Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, pursuant to Section 287.087, Florida Statutes, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. If all or none of the tied bidders/vendors have a Drug-Free Work Place Program, the award of an identical tie bid shall be decided on the flip of a coin.

In order to have a Drug-Free Work Place 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 work place 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 work place, the business's policy of maintaining a Drug-Free Work Place, any available drug counseling, rehabilitation, and
3. Employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
4. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
5. 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 work place no later than five (5) days after such conviction.
6. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
7. Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature

Title

Printed Name

Date

Hold Harmless and Indemnification Agreement

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This agreement is submitted with Bid, Proposal or Contract No. BID 22-19 is submitted to Putnam County BOCC.
2. This sworn statement is submitted by _____ (entity name) whose business address is _____ and (if applicable its Federal Employer Identification Number - FEIN) is _____.
3. My name is _____ and my relationship to the entity named above is _____.
4. INDEMNIFICATION - To the fullest extent permitted by law, the Recipient's contractor shall indemnify and hold harmless, the Putnam County BOCC, the Recipient, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.

Signature: _____

Date: _____

State of _____ County of _____ Personally appeared before me, the undersigned authority, _____ who after being first duly sworn by me affixed his/her signature in the space provided above on this _____ day of _____ 20_ .

Notary Public Signature

Notary Public Seal

References

Reference 1:

Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail: _____

Date of Services performed: _____

Reference 2:

Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail: _____

Date of Services performed: _____

Reference 3:

Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail: _____

Date of Services
performed: _____

Legal Issues

The proposer must indicate if there are any:

- A. Suits or proceedings pending, or to the knowledge of the proposer, threatened in any court or before any regulatory commission or other administrative governmental agency against or affecting the proposer or the instructors to be used in providing the Services, which, if adversely determined, will have a material adverse effect on the ability of the proposer or any of its instructors to perform their obligations as stated in their response.

If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.

Pending Litigation: (please attach additional documentation if needed)

- B. The proposer is not in default under any instrument or agreement to which it is a party or by which it or any of its properties or assets may be bound, or in violation of any applicable laws, which default or violation may reasonably be expected to have a material adverse effect on the financial condition of the proposer.

If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.

Signature

Title

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that is and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an Federal department or agency;
 - b) Have not within a three-year period preceding this 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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) 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.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- (3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Firm

Address

NON-COLLUSION STATEMENT

By signing this offer, the CONSULTANT certifies that this offer is made independently and free from collusion. Vendor shall disclose below any Putnam County, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any Putnam County, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own any percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

County employees may not contract with the County through any corporation or business entity in which they or their immediate family members hold any financial interest.

Immediate family members (spouse, parents and children) are also prohibited from contracting with the County subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the County Procurement Policy.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the County shall interpret this to mean that the vendor has indicated that no such relationships exists.

Putnam County Board of County Commissioners

BID No. : 22-19

Bid Name: St. Johns Avenue Drainage Improvements

AFFIDAVIT

STATE OF FLORIDA, COUNTY OF PUTNAM

BEFORE ME, the undersigned authority, personally came and appeared,

_____, who after being duly sworn, deposed and said that he is the
fully authorized _____ of _____
(hereinafter referred to as affiant), and said affiant further said:

(1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and

(2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant.

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____,
20____. NOTARY PUBLIC

AFFIANT

Company Name: _____

Address: _____

Phone Number: _____

Signature: _____

**NON-COLLUSION AFFIDAVIT IN THE STATE OF _____ IN
THE COUNTY OF _____**

being first duly sworn, on oath, says
that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest of or on
behalf of any person not therein named, and s/he further says that the said Bidder has not directly or
indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other
person or corporation to refrain from bidding, and that said Bidder has not in any manner sought by
collusion to secure her/himself an advantage over any other bidder or bidders. Subscribed and sworn
before me this ____ day of _____, 20____ NOTARY PUBLIC in and for the State of

Signature

Seal

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Address: _____

Putnam County Board of County Commissioners
BID No. : 22-19
Bid Name: St. Johns Avenue Drainage Improvements

SIGNATURE FORM

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the BID DOCUMENTS and I hereby certify that I am authorized to sign as a Representative from this firm:

Name of Company

Mailing Address

City State Zip

Authorized Signature, Title

Name (Typed or Printed) Date

Phone Number (Including Area Code)

Fax Number (Including Area Code)

Website/Email Address

Putnam County Board of County Commissioners

BID No. : 22-19

Bid Name: St. Johns Avenue Drainage Improvements

EXHIBIT "A" - PAYMENT BOND

PAYMENT BOND

This Bond is given pursuant to Section 255-05, Florida Statutes. Reference is hereby made to the various notice and time limitation provisions contained therein.

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

Hereinafter called Surety, and held and firmly bound unto The Putnam County Board of County Commissioners, P.O. Box 758, Palatka, Florida 32178 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 (\$_____) in lawful money of the United States, for the payment of which sum well and truly 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 _____, 2022, a copy of which is hereto attached and made a part hereof for the construction of: St. Johns Avenue Drainage Improvements, Bid No. 22-19

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in 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, 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, and to any mechanic or materialman lienholder 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, 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 ninety (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

Putnam County Board of County Commissioners

BID No. : 22-19

Bid Name: St. Johns Avenue Drainage Improvements

project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in the Bond is prohibited by a 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 automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Price more than 25%, 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, the Contract or the Loan Documents shall include any alteration, addition, extension, or modifications 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.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, one of which shall be deemed an original, this the _____ day of _____, 2022.

ATTEST:

(PRINCIPAL) SECRETARY

PRINCIPAL

SEAL:

BY:

WITNESS AS TO PRINCIPAL

ADDRESS

CITY, ST, ZIP

ADDRESS

CITY, ST, ZIP

SURETY

ATTEST:

By: _____

ATTORNEY-IN-FACT

ADDRESS

ADDRESS

CITY, ST, ZIP

CITY, ST, ZIP

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

Putnam County Board of County Commissioners

BID No. : 22-19

Bid Name: St. Johns Avenue Drainage Improvements

EXHIBIT "B" - PERFORMANCE BOND

PERFORMANCE BOND

This Bond is given pursuant to Section 255-05, Florida Statutes. Reference is hereby made to the various notice and time limitation provisions contained therein.

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

Hereinafter called Surety, and held and firmly bound unto The Putnam County Board of County Commissioners, P.O. Box 758, Palatka, Florida 32178 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 (\$_____)

in lawful money of the United States, for the payment of which sum well and truly 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 _____, 2022, a copy of which is hereto attached and made a part hereof for the construction of: St. Johns Avenue Drainage Improvements, Bid No. 22-19

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements to said Contract during the original term thereof, and any extension thereof which may be granted by the Owner with or without notice to the Surety and during the one year guaranty 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 obligations 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 the Work to be performed thereunder or the Specifications accompanying 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 the Contract or toe the Work or the Specifications.

PROVIDED, FURTHER, that it is expressly agreed that the bond shall be deemed automatically and

Putnam County Board of County Commissioners

BID No. : 22-19

Bid Name: St. Johns Avenue Drainage Improvements

immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Price more than 25%, 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, the Contract or the Loan Documents shall include any alteration, addition, extension, or modifications of any character whatsoever.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, one of which shall be deemed an original, this the _____ day of _____, 2022.

ATTEST:

(PRINCIPAL) SECRETARY

PRINCIPAL

SEAL:

BY:

ADDRESS

WITNESS AS TO PRINCIPAL

CITY, ST, ZIP

ADDRESS

CITY, ST, ZIP

SURETY

ATTEST:

By: _____
ATTORNEY-IN-FACT

ADDRESS

ADDRESS

CITY, ST, ZIP

CITY, ST, ZIP

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

Project: St. Johns Avenue Drainage Improvements, Bid No.: 22 – 19

SUBMITTALS

QUALITY CONTROL (QC) PLAN

- Written QC Plan formatted to **FDOT Section 105 Contractor Quality Control General Requirements** applicable to the work being performed. This plan is to be submitted in a timely manner to the engineer allowing 21 calendar days for review and approval such that work start dates are not impacted. The written QC Plan must be approved in whole or part by the engineer prior to work commencing.
- Written Safety Plan. This plan is to be submitted in a timely manner to the engineer allowing 21 calendar days for review and approval such that work start dates are not impacted. The written Safety Plan must be approved in whole or part by the engineer prior to work commencing.
- Onsite Project Superintendent and Safety Officer Project List/Resume/Certifications

Printed Name

Date

Each supplier desiring to be maintained in the County's bidders list for future solicitations is requested to return this single form **only** when submitting a "No Bid".

STATEMENT OF NO RESPONSE

Mrs. Desiree Akins
Procurement &
Budget Supervisor
2509 Crill Avenue,
Suite 200
Palatka FL 32177

The undersigned declines to submit a proposal for above project:

Reason(s):

Signature:

Title:

Name of Firm:

Telephone:

AGREEMENT FOR CONTRACTOR SERVICES

This Agreement made as of this _____ day of _____ in the year 2022, by and between Putnam County, Florida, a political subdivision of the State of Florida (the "COUNTY"), and _____ { } an individual, { } a corporation, { } a partnership, authorized to do business in the State of Florida (the "CONTRACTOR"), whose address is:

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Agreement is to:

Complete the work as follows: St. Johns Avenue Drainage Improvements, Bid No. 22-19. This project will include the construction of 4'x 8' box culvert at St. Johns Avenue in Palatka, FL from its drainage outfall (approximately 4,900' east of CR 309C) to Kay Larkin Drive. The project includes approximately 1,940' of roadway widening from existing 2-lane rural section to a proposed 3-lane rural section with improved storm sewer. Scope also includes reshaping of 1,800' of existing outfall ditch from St. Johns Avenue to approximately 750' north of PRC Way. Project also includes construction of a stormwater pond located approximately 500' north of PRC Way. The project also includes water and sanitary sewer upgrades and adjustments.

Base Bid

The base bid includes 1,872 LF of 4'x 8' box culvert at St. Johns Avenue from the drainage outfall to Kay Larkin Drive, 1,940' of roadway widening from existing 2-lane rural section to a proposed 3-lane rural section with improved storm sewer, reshaping of 1,800' of existing outfall ditch from St. Johns Avenue to approximately 750' north of PRC Way, and a 4-acre stormwater pond located approximately 500' north of PRC Way. The bid also includes 1,164 LF of 12" PVC water main and other water and sanitary sewer upgrades and adjustments.

Alternate Bid #1

Alternate Bid #1 includes 1,872 LF of 4'x 8' box culvert at St. Johns Avenue from the drainage outfall to Kay Larkin Drive plus 100 LF of 4'x 8' box culvert crossing PRC Way, 1,940' of roadway widening from existing 2-lane rural section to a proposed 3-lane rural section with improved storm sewer, reshaping of 1,800' of existing outfall ditch from St. Johns Avenue to approximately 750' north of PRC Way, and a 6-acre stormwater pond located approximately 500' north of PRC Way. The alternate bid also includes 1,164 LF of 12" PVC water main and other water and sanitary sewer upgrades and adjustments.

Alternate Bid #2

Alternate Bid #2 includes 1,253 LF of 4'x 8' box culvert and 719 LF of 43"X68" ERCP at St. Johns Avenue from the drainage outfall to Kay Larkin Drive plus 100 LF of 4'x 8' box culvert crossing PRC Way, 1,940' of roadway widening from existing 2-lane rural section to a proposed 3-lane rural section with improved storm sewer, reshaping of 1,800' of existing outfall ditch from St. Johns Avenue to approximately 750' north of PRC Way, and a 6-acre stormwater pond located approximately 500' north of PRC Way. The alternate bid also includes 1,164 LF of 12" PVC water main and other water and sanitary sewer upgrades and adjustments.

The Contractor acknowledges that it has received a copy of the CDBG-DR HM007.

Services of the CONTRACTOR shall be under the general direction of the County Public Works Director, who shall act as the County's representative during the performance of this Agreement.

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall commence services as delineated in the Notice to Proceed, and complete all services within the time frame specified therein.

Tentative Contract Term: May 26, 2022 – February 20, 2023

ARTICLE 3 - PAYMENTS TO CONTRACTOR

A. The County shall pay to the CONTRACTOR for services satisfactorily performed _____ (\$ _____), which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the County monthly.

B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the initiating County department, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. The invoice must reference the bid number, the current purchase order number (if any) and specify the work performed.

C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "**final invoice**" on the CONTRACTOR'S final/last billing to the COUNTY. This indicates that all services have been performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and all other further charges if not properly included on this final invoice shall be waived by the CONTRACTOR.

D. CONTRACTOR acknowledges that he/she has reviewed the scope of work and no change orders are anticipated.

ARTICLE 4 - TERMINATION

This Agreement may be terminated by the CONTRACTOR on 30 days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms hereof through no fault of the CONTRACTOR. It may also be terminated by the COUNTY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the

terminated work to the COUNTY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - SUBCONTRACTING

The PRIME CONTRACTOR must perform a minimum of forty (40) percent of the work. The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Agreement. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 7 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall **not** be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S tax exemption number in securing such materials.

The CONTRACTOR shall be responsible for payment of his/her own taxes due as a result of this Agreement.

ARTICLE 8 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners of Putnam County.

ARTICLE 9 - INSURANCE

A. The CONTRACTOR shall not commence work under this Agreement until he/she

Putnam County Board of County Commissioners

BID No. : 22-19

Bid Name: St. Johns Avenue Drainage Improvements

has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

Contractor shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to County. All policies shall be occurrence form policies and shall name County as an additional insured, with the premiums thereon fully paid by Contractor on or before their due date. The liability insurance policy shall afford minimum protection of \$1,000,000 combined single limit coverage for bodily injury, property damage or combination thereof.

Required insurance shall be documented in Certificates of Insurance which provide that County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. New Certificates of Insurance are to be provided to County at least 15 days prior to coverage renewals.

If requested by County, Contractor shall furnish complete copies of its insurance policies, forms and endorsements.

For commercial general liability coverage, Contractor shall, at the option of County, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of Contractor's obligation to fulfill the insurance requirements herein.

Contractor shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employer's liability limits of at least \$100,000 each accident, and \$100,000 each employee / \$500,000 policy limit for disease. Contractor shall also purchase any other coverage required by law.

Contractor's maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

If checked below, the County requires the following additional types of insurance:

_____ Builders Risk. The Contractor shall provide Builders Risk insurance to cover the property for all risks of loss. The policy shall be for the full value of the improvements and include the County as an additional insured as its interest may appear.

 X Business Auto Liability. Proof of Business Auto Liability shall be provided with minimum protection of \$1,000,000 combined single limit coverage for bodily injury, property damage or combination thereof. Coverage shall include hired and non-

owned auto liability also.

ARTICLE 10 - INDEMNIFICATION

The CONTRACTOR shall indemnify and save harmless and defend the COUNTY, its agents, servants and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any act or omission of the CONTRACTOR, its agents, servants, or employees, or which otherwise arises in connection with, the performance of this Agreement.

The CONTRACTOR further agrees to indemnify, save harmless and defend the COUNTY, its agents, servants and employees from and against any claim, demand or cause of action included in the paragraph above and for which the COUNTY, its agents, servants or employees are alleged to be liable.

ARTICLE 11 - SUCCESSOR AND ASSIGNS

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, legal representatives and permitted assigns.

Neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 12 - REMEDIES

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Putnam County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 13 - UNIFORM COMMERCIAL CODE

The Uniform Commercial Code as may be in effect from time to time in Florida shall prevail as the basis for determining the rights and obligations of the CONTRACTOR and the COUNTY hereunder.

ARTICLE 14 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for by applicable law. The CONTRACTOR further represents that no person having any such interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR may, at his/her option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Agreement.

ARTICLE 15 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such causes may include, but are not limited to: Acts of God; the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence, the timeframes set forth in this Agreement may be amended by written agreement by the CONTRACTOR and County Administrator, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

The COUNTY and the CONTRACTOR shall comply with the provisions of the Florida Public Records Law.

ARTICLE 18 – PRESS RELEASES AND CONFIDENTIALITY OF INFORMATION

CONTRACTOR agrees that no press releases, articles for professional journals, speeches, or other kinds of publicity concerning the Project shall be released, made or generated by

CONTRACTOR or its employees without COUNTY'S prior written consent.

CONTRACTOR shall require all Subcontractors and Suppliers to agree in writing to be bound by the provisions of this paragraph.

ARTICLE 19 – PUBLIC RECORDS COMPLIANCE

CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: PUTNAM COUNTY ATTORNEY, (386) 329-1903, [PR- REQUESTS@PUTNAM-FL.COM](mailto:PR-REQUESTS@PUTNAM-FL.COM), 2509 CRILL AVENUE, SUITE 200, PALATKA, FL 32177.

If CONTRACTOR will act on behalf of COUNTY, as provided under Section 119.011(2), Florida Statutes, CONTRACTOR, subject to the terms of Section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by COUNTY to perform the service;
2. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the contract if CONTRACTOR does not transfer the public records to COUNTY;
4. Upon completion of the contract transfer, at no cost to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY; and
5. If CONTRACTOR does not comply with a public records request, COUNTY shall enforce the Contract provisions in accordance with the Contract.
6. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.
7. If a civil action is filed against CONTRACTOR to compel production of public records relating to COUNTY'S contract for services, the court shall assess and awards against CONTRACTOR the reasonable costs of enforcements, including attorney fees in

accordance with Section 119.0701, Florida Statutes.

ARTICLE 20 – AUDITING, RECORDS AND INSPECTION

In the performance of this Contract, CONTRACTOR shall keep books, records and accounts of all activities, related to the Contract, in compliance with generally accepted accounting procedures.

Throughout the term of this Contract, books, records and accounts related to the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of COUNTY and shall be retained by CONTRACTOR, for a period of three years after termination or completion of the Contract or until the full COUNTY audit is complete, whichever comes first.

COUNTY shall retain the right to audit the books during the three-year period. All books, records and accounts related to the performance of this Contract shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Contract to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of COUNTY. COUNTY has the right to terminate this Contract based upon the findings in this audit without regard to any notice requirement for termination.

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement, or representation.

ARTICLE 22 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, a commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 23 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, national origin or other status protected by law.

ARTICLE 24 - AMENDMENT

Unless expressly allowed herein, none of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

ARTICLE 25 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 26 - AUTHORITY TO PRACTICE/LAWS, RULES AND REGULATIONS

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and all personnel will maintain licensures indicated in the proposal, and that it will at all times conduct its business activities in a reputable manner. The CONTRACTOR agrees that it will abide by all laws, rules and regulations in performance of the Agreement.

ARTICLE 27 – SOVEREIGN IMMUNITY

COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contracts, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

ARTICLE 28 – EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, CONTRACTOR must:

1. Enroll in the E-Verify Program;
2. Use E-Verify to verify the employment eligibility of all new hires working in the United States, except if CONTRACTOR is a state or local government, CONTRACTOR may choose to verify only new hires assigned to the Contract;
3. Use E-Verify to verify the employment eligibility of all employees assigned to the Contract; and

4. Include these requirements in certain subcontracts, such as construction.
5. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

ARTICLE 29 – SCRUTINIZED COMPANIES (NOT APPLICABLE TO THIS PROJECT)

This Contract may be terminated by COUNTY, without penalty to COUNTY:

1. In the event that CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes; or
2. If COUNTY determines that CONTRACTOR falsely certified to COUNTY that CONTRACTOR is not listed as a scrutinized company.

Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes.

ARTICLE 30 - SEVERABILITY

If any term or provision on this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 - CHANGES IN THE WORK

1. Without invalidating the Agreement, COUNTY may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 of the General Conditions on the basis of a claim made by either party.

2. ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents.

3. COUNTY shall execute appropriate Change Orders prepared by ENGINEER covering changes in the Work which are required by COUNTY, or because of any other claim of CONTRACTOR for a change in the Contract Price which is recommended by ENGINEER.

4. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given the Surety, it will be CONTRACTOR'S responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to COUNTY.

5. No amendments and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties. The CONTRACTOR shall not commence work on any change until such written amendment or Change Order has been issued and signed by each of the parties. Contract amendments affecting price and/or completion dates and schedules may be made on behalf of the

County in writing signed by the County Administrator subject to those limits set forth in the County's Purchasing Ordinance.

ARTICLE 32 - CHANGE OF CONTRACT PRICE

1. The Contract Price constitutes the compensation payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract price.

2. The Contract Price may only be changed by a Change Order.

ARTICLE 33 - CHANGE OF THE CONTRACT TIME

1. The Contract Time may only be changed by a Change Order.

ARTICLE 34 - CONTRACT DOCUMENTS

The other documents which comprise the entire agreement are attached hereto, made a part hereof and consist of the following:

Call for

Bid

Bid Bond, if

required

General

Conditions

Supplemental, and Special General Provisions

Payment Bond, if required

Performance Bond, if

required

Notice of Award

Notice to Proceed

Change Order

Engineering Drawings, if

required Specifications; Scope

of Work

Addenda

Release of Lien

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail. There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 35 - NOTICE

Each notice or communication under this Contract shall be deemed delivered and received if in writing and either: (a) personally delivered; (b) delivered by reliable overnight air courier service; (c) deposited with the United States Postal Service or any official successor thereto, certified or registered mail, return receipt requested, with adequate postage prepaid, delivered or addressed to CONTRACTOR or COUNTY, as appropriate, or d) sent by email transmission providing proof of transmission (provided, that a copy of such email notice is also forwarded by one of the other methods provided above). Rejection or other refusal by the addressee to accept the notice, and inability to deliver the notice because of a change of address of the party of which no notice was given, shall be deemed to be the receipt of the notice on the third (3rd) day following the date postmarked by the United States Postal Service, or on the second (2nd) day following the date accepted by the courier service.

IN WITNESS WHEREOF, the Board of County Commissioners of Putnam County, Florida has made and executed this Agreement on behalf of the COUNTY and CONTRACTOR has hereunto set his/her hand as of the day and year first above written.

ATTEST:

MATT REYNOLDS, CLERK

BY: _____

DEPUTY CLERK

WITNESS:

SIGNATURE

NAME (TYPE OR PRINT)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: _____

COUNTY ATTORNEY

**PUTNAM COUNTY BOARD OF
COUNTY COMMISSIONERS:**

BY: _____

CHAIRMAN

CONTRACTOR

COMPANY NAME

NAME (TYPE OR PRINT)

TITLE

SIGNATURE

Putnam County Board of County Commissioners

BID No. : 22-19

Bid Name: St. Johns Avenue Drainage Improvements

NOTICE OF AWARD

Bid No.: 22-19

TO:

DATE:

PROJECT: ST. JOHNS AVENUE DRAINAGE IMPROVEMENTS

Putnam County has considered the bid submitted by you for the above-described work in response to its Advertisement for Bids dated _____, and for compliance with the Instructions to Bidders.

You are hereby notified that your Bid has been accepted by the County Commission in the amount of _____

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Payment Bond, Performance Bond and Certificate of Insurance within ten (10) working days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bond within ten (10) working days from the date of this Notice, the County will be entitled to consider all your rights arising out of the County acceptance of your Bid as abandoned and your BID Security forfeited. The County 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 Public Works Director.

Dated this _____ of _____, 2022

PUTNAM COUNTY
PUBLIC WORKS DEPARTMENT

BY: _____
Mike Troxel, P.E.
PUBLIC WORKS DIRECTOR

ACCEPTANCE OF NOTICE:

RECEIPT OF THE NOTICE OF AWARD IS HEREBY ACKNOWLEDGED.

BY: _____

TITLE: _____

THIS: _____ DAY OF _____, 2022_

Putnam County Board of County Commissioners

BID No. : 22-19

Bid Name: St. Johns Avenue Drainage Improvements

NOTICE TO PROCEED

Bid No.: 22-19

TO:

DATE:

PROJECT: ST. JOHNS AVENUE DRAINAGE IMPROVEMENTS

You are hereby notified to commence work in accordance with the Agreement dated _____, on or before _____, and you are to complete the work within 270 consecutive calendar days thereafter. The date of completion of all work is therefore _____.

PUTNAM COUNTY, FLORIDA

BY: _____

Mike Troxel, P.E.

Public Works Director

ACCEPTANCE OF NOTICE

Receipt of the NOTICE TO PROCEED is hereby acknowledged by:

BY: _____

TITLE: _____

THIS ____ DAY OF _____, 2022

Putnam County Board of County Commissioners

BID No. : 22-19

Bid Name: St. Johns Avenue Drainage Improvements

PAYMENTS TO THE CONTRACTOR

Bid No.: 22-19

PROJECT: St. Johns Avenue Drainage Improvements

PERIODIC ESTIMATE NO.: _____

ORIGINAL CONTRACT SUM \$ _____

NET CHANGE BY CHANGE ORDERS \$ _____

CONTRACT SUM TO DATE \$ _____

ANALYSIS OF WORK PERFORMED

1. Value of original contract work performed previously: \$ _____

2. Work performed this month: \$ _____

3. Total value of work performed to date: \$ _____

4. Less: Amount retained at 10 percent: \$ _____

5. Net amount earned on contract work to date: \$ _____

6. Less: Amount of previous payments: \$ _____

7. **AMOUNT DUE THIS PAYMENT** \$ _____

FINAL CERTIFICATION OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of the Periodic Estimate are correct; that all work has been performed and/or materials supplied in full accordance with the terms and conditions of the contract between Putnam County and

_____ dated _____; and that the items for which payment is requested have not been paid and that there are no vendors, mechanics, or other liens or rights to liens or conditional sales contracts which should be satisfied or discharged before such payment is made.

Firm Name

BY: _____
Name of Authorized Officer, Title, Date

CERTIFICATION OF CONSTRUCTION ENGINEER

I certify that I have verified this Periodic Estimate, and that to the best of my knowledge and belief, it is a true and correct statement of work performed and materials supplied by the CONTRACTOR; and that the CONTRACTOR's certified statement of this account and the amount due him is correct.

Engineer in Charge

DATE: _____

APPROVAL OF PAYMENT

Director of Public Works

DATE: _____

Putnam County Board of County Commissioners

BID No. : 22-19

Bid Name: St. Johns Avenue Drainage Improvements

BID NO.: 22-19

PROJECT: St. Johns Avenue Drainage Improvements

PERIODIC ESTIMATE NO.: _____

SCHEDULE OF CHANGE ORDERS

CHANGE NUMBER	ORDER	DATE	DESCRIPTION	ADDITIONS AMOUNT	DEDUCTIONS AMOUNT

ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE

Original Estimated Contract Amount \$ _____

Plus: Change Order Additions \$ _____

Less: Change Order Deductions \$ _____

ADJUSTED CONTRACT AMOUNT TO DATE \$ _____

**PUTNAM COUNTY, FLORIDA
PUBLIC WORKS DEPARTMENT
CHANGE ORDER
Bid No.: 22-19**

PROJECT: ST. JOHNS AVENUE DRAINAGE IMPROVEMENTS

CHANGE ORDER NO.: _____

DATED: _____

CONTRACTOR: _____

JUSTIFICATION: _____

CURRENT CONTRACT AMOUNT: \$ _____

INCREASE/DECREASE IN CONTRACT AMOUNT: \$ _____

NEW CONTRACT AMOUNT: \$ _____

CURRENT CONTRACT COMPLETION DATE: _____

INCREASE/DECREASE TO CONTRACT TIME: _____

NEW CONTRACT COMPLETION DATE: _____

ORDERED BY PUTNAM COUNTY

BY: _____
County Representative

ACCEPTED BY:

CONTRACTOR

**PUTNAM COUNTY, FLORIDA
PUBLIC WORKS DEPARTMENT
CHANGE ORDER
Bid No. 22-19**

PROJECT: ST. JOHNS AVENUE DRAINAGE IMPROVEMENTS

ITEM NO	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT

CERTIFICATE OF SUBSTANTIAL COMPLETION

Bid No.: 22-19

PROJECT: ST. JOHNS AVENUE DRAINAGE IMPROVEMENTS

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

Notice to Proceed: _____ (DATE)

Original Contract Time: _____ (CALENDAR DAYS)

Additional Contract Time
Approved by Change Order: _____ (CALENDAR DAYS)

Total Approved Contract Time: _____ (CALENDAR DAYS)

Actual Contract Time: _____ (CALENDAR DAYS)

Unapproved Construction Time: _____ (CALENDAR DAYS)

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance, and warranties shall be as follows:

RESPONSIBILITIES:

OWNER:

CONTRACTOR:

The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work that is not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Executed By: _____
ENGINEER (Please Print)

By: _____
Signature

Date

Executed By: _____
CONTRACTOR (Please Print)

By: _____
Signature

Date

Executed By: _____
OWNER (Please Print)

By: _____
Signature

Date

RELEASE OF LIEN

STATE OF FLORIDA

COUNTY OF FLORIDA _____

I, _____, having been first duly sworn, do now depose and say:
That all person, firms, and corporations, who have furnished services, labor, or material for use on the ST. JOHNS AVENUE DRAINAGE IMPROVEMENTS, BID NO. 22-19: fully completed their respective work and it has been accepted by the Owner of said real estate; and there are no bills for labor or material or appliances in connection with such construction which have not been paid.

Contractor's Representative

(SEAL)

Subscribed and sworn to before the undersigned, a Notary Public for the State of Florida, this _____ day of _____, 2022.

Notary Public

My commission expires: _____

CDBG Supplemental Conditions

Contractor agrees to comply with all relevant CDBG Supplemental Conditions.

CDBG Supplemental Conditions begin on the following page.

SECTION 33 35 10

WATER MAIN & OTHER PIPE

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

The extent of work as specified under this section shall generally include, but not be limited to, the furnishing of all labor and materials required to install all piping, fittings, sleeves and seals required for the construction under this contract. All materials shall be new unless specifically called for otherwise.

1.02 QUALITY ASSURANCE STANDARDS

All reference to Industry Standards (ASTM, ANSI, AWWA, etc.) shall be the latest revision unless otherwise stated.

- A. American National Standards Institute, Inc. (ANSI)
 - 1. All potable water pipe shall meet ANSI/NSF Standard 61
 - 2. ANSI/AWWA C104-95, Cement Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
 - 3. ANSI/AWWA C106-80, Cast Iron Pipe Centrifugally Cast in Metal Molds for Water or Other Liquids.
 - 4. ANSI/AWWA C108-75, Cast Iron Pipe Centrifugally Cast in Sand-Lined Molds for Water or Other Liquids.
 - 5. ANSI/AWWA C110-03, Ductile Iron and Gray Iron Fittings, 3 in. through 48 in. for Water and Other Liquids.
 - 6. ANSI/AWWA C111-00, Rubber Gasket Joints for Ductile Iron and Gray Iron Pressure Pipe Fittings.
 - 7. ANSI/AWWA C115-99, Flanged Ductile-Iron Pipe with Threaded Fanges.
 - 8. ANSI/AWWA C150-02, Thickness Design of Ductile Iron Pipe.
 - 9. ANSI/AWWA C151-02, Ductile-Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds for Water or Other Liquids.
 - 10. AWWA C153-00, Ductile Iron Compact Fittings, 3 in. through 64 in. for Water Service.
 - 11. AWWA C219-01, Bolted, Sleeve-type Couplings for Plain End Pipe.
 - 12. AWWA C605-94, Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water.
 - 13. AWWA C509-87, Resilient-Seated Gate Valves for Water and Sewage Systems.
 - 14. AWWA C600-99, Installation of Ductile-Iron Water Mains and Their Appurtenances.
 - 15. AWWA C651-99, Disinfecting Water Mains.
 - 16. AWWA C900-97, Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. through 12 in., for Water Distribution.
 - 17. AWWA C905-97, Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 14 in. through 48 in., for Water Distribution and Transmission.

B. American Society for Testing and Materials (ASTM)

1. A53-81a, Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
2. A120-81, Black and Hot-Dipped Zinc-Coated (Galvanized) Welded and Seamless Steel Pipe for Ordinary Uses.
3. A126-73 (1979) Gray Iron Castings for Valves, Flanges and Pipe Fittings.
4. D1785-76, Polyvinyl Chloride (PVC) Plastic Pipe, Schedules 40, 80 and 120.
5. D2241-80, Polyvinyl Chloride (PVC) Plastic Pipe (SDR-PR).
6. D-2464, Threaded Polyvinyl Chloride (PVC) Plastic Pipe Fittings, Schedule 80.
7. D2466-78, Socket Type Polyvinyl Chloride (PVC) Plastic Pipe Fittings, Schedule 40.
8. D2467-78, Socket Type Polyvinyl Chloride (PVC) Plastic Pipe and Fittings, Schedule 80.
9. D2564-80, Solvent Chemicals for Polyvinyl Chloride (PVC) Plastic Pipe and Fittings.
10. D2855-81, Making Solvent Cemented Joints with Polyvinyl Chloride (PVC) Pipe and Fittings.
11. ASTM F402, Practice for Safe Handling of Solvent Cements, Primers and Cleaners used for Joining Threaded Plastic Pipe and Fittings.
12. ASTM F437, Specification for Thermo Chlorinated Polyvinyl Chloride (CPVC), Plastic Pipe Fittings, Schedule 80.
13. F439-77, Socket Type Chlorinated Polyvinyl Chloride (PVC) Plastic Pipe Fittings, Schedule 80.
14. F441-77, Chlorinated, Polyvinyl Chloride (PVC) Plastic Pipe, Schedules 40, 80 and 120.
15. ASTM F493, Specification for Solvent Cements for Chlorinated Polyvinyl Chloride (CPVC) Plastic Pipe and Fittings.
16. ASTM F656, Specification for Primers for Use in Solvent Cement Joints of Polyvinyl (CPVC) Plastic Pipe and Fittings.

C. Manufacturer's name and model numbers are listed to establish a standard of quality. Equivalent items of other manufacturers are acceptable.

1.03 SUBMITTALS:

- A. Provide complete detail shop drawing submittal to include but is not limited to the following:
1. Catalog data, brochures and descriptive literature
 2. Submit manufacturer's certification of materials' conformance to specifications.
 3. Submit manufacturer's literature, catalog data and installation instructions.
 4. Submit certified pressure test reports.

1.04 PRODUCT DELIVERY AND HANDLING:

- A. Exercise care to prevent damage of product during loading, transporting, unloading and storage.

- B. Do NOT drop pipe or fittings.
- C. Do not store directly on ground and assure that materials are kept clean.

PART 2 – PRODUCTS

2.01 PIPE:

A. General

Pipe shall be furnished free from defects impairing strength and durability and should be of best commercial quality for purpose specified. Structural properties shall be sufficient to safely sustain or withstand strains to which it is normally subjected.

- 1. The pipe material for this reuse project is either PVC or ductile iron. DIP shall conform to ductile iron material specified below. PVC shall conform to the reuse PVC pipe material specified below

B. Pipe Materials:

- 1. Ductile Iron (D.I)
 - a. AWWA C151, Pressure Class 350, 3 in. through 12 in., Pressure Class 250, 14 in. and larger.
 - b. AWWA C115 with solid, ductile iron flanges.
- 2. Carbon Steel ASTM A53, Type E or S, Grade B:
 - a. Class: Schedule 40, unless indicated or specified otherwise.
 - b. Galvanized: ASTM A120, hot-dipped zinc coated; base metal, ASTM A53.
- 3. Polyvinyl Chloride (PVC) Gravity Sewer Pipe: Gravity sewer pipe PVC 3034, SDR26 and SDR35, the PVC compound shall conform to ASTM D-1784. Pipe shall be color coded green and clearly marked in 5 feet intervals or less indicating manufacturers name, nominal size, cell classification and legend. Pipe installed deeper than 11 feet from grade to invert must be heavy wall SDR26. Maximum depth of gravity sewer without prior approval shall be 15 feet.
- 4. Polyvinyl Chloride (PVC) Sewage Forcemain: DR18 (C-900), Class 150, PVC for Force Main conforming to ASTM D-2241, D-3139, and F-477, color coded green (no white pipe accepted) and marked on at least 2 sides with the words "Force Main" at every 12" along barrel of pipe. Coupling shall be rubber gasketed, and push-on type conforming to ASTM D-2122.
- 5. Polyvinyl Chloride (PVC) Water Main or Reclaimed Water Main: DR25, (C-900) Class 150 PVC for Reclaimed Transmission and Distribution Mains above 12", DR18, Class 150 PVC for Reclaimed Distribution Mains 4" thru 12", conforming to ASTM D-1784, D-2241, D-3139 and F-477, color coded blue or purple and marked on at least 2 sides with the word "water" or "reclaimed water" at every 12" along barrel of pipe. Couplings shall be rubber gasketed, push-on type conforming to ASTM D-2122.
- 6. Polyvinyl Chloride (PVC), 3 in. and Smaller:
 - a. Specification: ASTM D1785
 - b. Compound: PVC 12454-B, ASTM D1784
 - c. Thickness: Schedule 80
- 7. Stainless Steel (SS)
 - a. Specification: ASTM A312
 - b. Type 304

- c. Thickness: Schedule 405
- 8. Fusible Polyvinyl Chloride (PVC) for Watermain, Reclaimed Watermain and Sewage Forcemain:
 - a. Specification: DR18 Fusible C900™, 4" through 12" nominal outside diameter. DR18 Fusible C905™, 14" through 48" Ductile Iron Pipe size
 - b. Compound: Cell Classification 12454B, ASTM D1784-02, AWWA C900-97 of AWWA standard for PVC Pressure Pipe, AWWA C905-97 of AWWA standard for PVC Pressure Pipe, AWWA C605-94 of AWWA standard for PVC Pressure Pipe, NSF-61 Drinking Water System Components, PPI PVC Range Composition Listing of Qualified Ingredients TR-2/2003.
 - c. Thickness: Class 150, DR 18
- C. Pipe Joints:
 - 1. Ductile Iron:
 - a. Mechanical: ANSI/AWWA C111.
 - b. Push On: ANSI/AWWA C111, single gasket type.
 - c. Flanged: ANSI B16.1, Class125; Bolts and Gaskets shall comply with Appendix A of AWWA C110. Bolts shall have hex heads and heavy hex nuts; gaskets shall have one or more annular rings to improve joint performance.
 - d. Restrained: ANSI/AWWA C111-90 Acceptable: Lock-Fast, American Ductile Iron Pipe; TR Flex, U.S. Pipe; SuperLock, Clow Corporation.
 - e. Restraining Devices: Megalug Series 110 and Series 1700.
 - 2. Carbon Steel:
 - a. Screwed: 150# ASTM A197, Malleable Iron, , ANSI B16.3; galvanized with galvanized pipe.
 - b. Flanged: ANSI B16.5, Class 150, slip on flanges.
 - 3. Polyvinyl Chloride, 4 in. and Larger:
 - a. Push On: ASTM F477 Elastomeric Gaskets
 - b. Restrained: Uni-Flange Restrainer, Series 1300, 1350 or 1390,
 - 4. Polyvinyl Chloride, 3 in. and Smaller:
 - a. Screwed: ASTM D2464
 - b. Solvent Weld: ASTM D2855
 - c. Solvent: ASTM D2564
 - 5. CPVC:
 - a. Threaded: Teflon Tape or CPVC compatible pipe dope.
 - b. Solvent Weld: ASTM F439.
 - c. Solvent: ASTM F493, Weldon-on 724.
 - d. Primer: ASTM F656
 - 6. Stainless Steel
 - a. Screwed.
- D. Linings and Coatings:

1. Ductile Iron for potable water and reclaimed water service:
 - a. Interior Lining: cement mortar lining, ANSI/AWWA C104, factory applied, bonded to pipe, with seal coat.
 - b. Exterior Coating: Asphaltic coating a minimum of 1 mil. thick for all pipe to be installed underground. Pipe that will be above ground or otherwise exposed to view shall not have outside coating.
 2. Ductile Iron for sanitary sewer service:
 - a. Interior Lining: Virgin polyethylene complying with ANSI/ASTM D1248, compounded with an inert filler and with sufficient carbon black to resist ultraviolet rays during storage of the pipe and fittings. The polyethylene shall be bonded to the interior of the pipe or fitting by heat. Lining thickness shall be 40 mils nominal thickness. Minimum lining thickness shall be 30 mils.
 - b. Exterior Coating: Asphaltic coating a minimum of 1 mil. thick for all pipe to be installed underground.
 3. Polyvinyl Chloride (PVC) color coding and markings:
 - a. Pipe shall be color coded Blue for water, Green for sewer, and Purple for reclaimed water.
 - b. Pipe shall be marked per the appropriate section of the AWWA standard.
- E. Pipe Fittings:
1. Ductile Iron and Polyvinyl Chloride (PVC) pipe 4 in. and Larger:
 - a. ANSI/AWWA C110, Ductile Iron fittings.
 - b. ANSI/AWWA C153, Compact Fittings
 - c. ANSI/AWWA C104, mortar lined.
 - d. Mechanical: ANSI/AWWA C111.
 - e. Push On: ANSI/AWWA C111.
 - f. Flanged: ANSI B16.1, Class125.
 - g. Restrained-Ductile Iron: Same as Ductile Iron pipe joints.
 - h. Restrained-PVC: Same as PVC Pipe Joints.
 2. Carbon Steel:
 - a. Screwed: Malleable Iron, ANSI B16.3 galvanized.
 - b. Flanged: ANSI B16.5, Class 150
 3. Polyvinyl Chloride (PVC) 3 in. and Smaller:
 - a. ASTM D2464, Schedule 80 PVC threaded fittings.
 - b. ASTM D2467, Schedule 80 PVC socket type fittings.
 - c. ASTM D2855 and ASTM D2672, solvent weld joints.
 - d. ASTM D2564, solvent cement
 4. CPVC
 - a. ASTM F493, Socket Type (preferred)
 - b. ASTM F437, threaded (only when necessary)
 5. Stainless Steel

- a. ASTM A1821, 150#, Screwed, Type 304.

2.02 ACCESSORIES:

- A. Flanged Coupling Adapters: AWWA C219, Cast Iron, ASTM A126, Class B or ductile iron to ASTM A536. Flanges to match ASTM B16.1, Class 125 Flanges. Flanged coupling adaptors shall be rated for 150 psi, have stainless steel bolting and shall be of the restrained type, megaflange 2100 or equal.
- B. Wall Sleeves:
 - 1. Cast iron or hot dip galvanized steel with exterior ring cast at center of sleeve.
 - 2. Caulked type: Acceptable: Figure No. F-1430, Clow Corporation or equal.
 - 3. Mechanical Joint: Acceptable Figure No. F-1436, Clow Corporation or Equal.
- C. Wall Sleeve Seals: Space between pipe and wall sleeve.
 - 1. Interlocking synthetic rubber links assemblies with austenitic stainless steel bolts and nuts.
 - 2. Glass fiber reinforced plastic pressure plates under each bolt head and nut.
 - 3. For Piping 10" and Larger: Links shall have reinforced centering blocks in the lower 90 quadrant or assembly.
 - 4. Acceptable: Link-Seal or equal.
- D. Pipe Couplings

The Contractor shall furnish and install pipe couplings as required to complete the work. Pipe couplings used to join two pieces of ductile iron pipe or PVC shall be sized to match the outside diameters. The coupling sleeve shall be manufactured of ductile iron conforming to ASTM A536 and be coated with 14 mils of epoxy. The bolts shall be manufactured of a metal of high corrosion resistance and shall conform to ANSI 21.11 (AWWA C111). Gaskets shall be wedge-type and manufactured of virgin SBR for water and sewer services. The installation of all couplings shall be in accordance with manufacturer's recommendations. After installation, all coupling surfaces including bolts and nuts shall be coated with an approved coating as specified in this section of these specifications.
- E. Full Circle Repair Clamps

Full circle repair clamps shall have type 304 stainless steel shell, lugs, bolts, nuts and washers as per ASTM A193, A194, A240, or shall have type 304 stainless steel shell per ASTM A240, ductile iron lugs as per ASTM A536, and 304 stainless steel bolts, washers and nuts. Gaskets for both types shall be virgin SBR as per ASTM D2000 for water and sewer service.

PART 3 – EXECUTION

3.01 INSPECTION:

- A. Examine area to receive pipe for defects that adversely affect execution of work or cause deviation beyond allowable tolerances for piping clearances.
- B. Carefully examine each section of pipe before installation. Do not use defective or damaged pipe. Remove such pipe from project site immediately.

3.02 PREPARATION:

- A. Provide proper facilities for lowering sections of pipe into trench.

- B. Thoroughly clean inside of pipe of all foreign matter. Comply with Section 4.3 of AWWA C651.

3.03 SCHEDULE: Unless indicated or specified otherwise, use the following types of pipe.

A. Ductile Iron (D.I.):

- 1. Where indicated.
- 2. All piping 3 in. diameter and larger:
 - a. Mechanical or Push on Joints and Fittings: Underground.
 - b. Flange Joints and Fittings: Above ground and in structures.

B. Carbon Steel:

- 1. Where indicated.
- 2. Galvanized: All above-ground water piping 2-1/2 in. diameter or less.

C. Polyvinyl Chloride (PVC)

- 1. Where indicated.
- 2. Above Grade - solvent weld, Sch 80 PVC
- 3. Below Grade - solvent weld, Sch 80 or push-on joints with restraint where needed.
- 4. Reuse pipe shall be solvent weld Sch 80 PVC where available. Sch 40 PVC is acceptable otherwise.

D. CPVC

- 1. Where indicated.
- 2. Solvent weld, Sch. 80.

E. Stainless Steel

- 1. Where indicated.

3.04 INSTALLATION

A. Underground Piping:

1. General

- a. PVC piping 4 inches and larger shall be installed in accordance with AWWA C605. PVC and CPVC piping 3 inches and smaller shall be installed in accordance with ASTM D2774 and the piping manufacturer's installation instructions such as published by Corzan Industrial systems. Ductile Iron Piping shall be installed in accordance with AWWA C600.
- b. Minimum cover shall be as follows unless shown otherwise (greater depth permissible as required):

Plastic Pipe:	36 in.
Metal Pipe:	30 in.
- c. Location of lines shall be generally as indicated. Adjust line location to avoid conflicts as required and as approved by the Engineer.

2. Laying Pipe:

- c. Keep clean during construction by means of plugs or other suitable methods.

- d. Do not allow trench water to enter pipe or fittings.
- e. Lay piping on firm bed for entire length of trench except where supports are otherwise provided.
- f. Lay in reasonably straight lines.
- g. Adjust to changes in grade following contour of ground with long, sweeping curves.
- h. Abrupt changes in grade are not permitted unless indicated or approved by the Engineer.
- i. Employ partial backfilling and cradling to hold pipe in secure position during backfilling operations.
- j. Restrain pipe, valves and fittings in pressure lines with mechanical restrainers at all points of unbalanced reaction (see Section 15090).
- k. Laying Conditions:

Ductile Iron or Cast iron: AWWA C600, Laying Condition Type 3.

Polyvinyl Chloride Pipe: AWWA C905 Laying Condition Type 3.

B. Exposed Piping:

- 1. General:
 - a. Present neat and orderly appearance with completed installation.
 - b. Install parallel, or at right angles, to all walls, or other building surfaces, where possible, unless indicated otherwise.
 - c. Space for easy removal and maintenance.
- 2. Vertical Piping shall be supported at sufficiently close intervals to keep pipe in alignment and to support weight of pipe and its contents.
- 3. Horizontal Piping shall be supported at sufficiently close intervals to prevent sagging, and provide thrust restraint. Install supports at ends of runs or branches and at each change of direction or alignment.
- 4. Wall Penetrations:
 - a. Install wall sleeves or pipes in cast-in-place concrete walls or floors prior to placing concrete. For miscellaneous Small Piping (in lieu of wall sleeves), provide length of galvanized steel pipe or galvanized heavy wall conduit equal to wall thickness.
 - b. Caulk to provide watertight, vermin-proof joint.

C. Cutting Pipe:

- 1. General: Make all cuts square with pipe. Cut ductile iron pipe in accordance with AWWA C600 and PVC pipe in accordance with AWWA C605.
- 2. Polyvinyl Chloride Pipe: Cut with knife or hand saw. Remove burrs or smooth edges with a knife, file or sandpaper.

D. Joints:

- 1. General: Shall be absolutely watertight and be of a type approved by Engineer prior to installation and in accordance with manufacturer's recommendations.
- 2. Screwed joints shall be assembled using joint compound applied to male thread of pipe only. Provide sufficient unions to facilitate maintenance or removal.

3. Polyvinyl Chloride (PVC) and Chlorinated Polyvinyl Chloride (CPVC)

Pipe:

- a. Solvent weld, ASTM D2855
 - b. Threaded: Tighten by strap wrench to not more than one full turn beyond hand tight.
4. For flanged joints, flange faces shall be aligned and shall bear uniformly on the gasket. Tighten bolts to the required torque, alternating from one side to the other, in several steps.

E. Connections to Existing Piping now in service:

1. General: At locations shown or as directed by Engineer. Install connections to meet conditions encountered. Use standard fittings as indicated and/or as directed by Engineer. Schedule operations to cause minimum interruption in flow of line. Provide all required fittings, accessories and operating equipment on site prior to starting work on connection.

3.05 FIELD QUALITY CONTROL:

A. Inspection

1. Visually inspect all pipe and fittings for faults or defects.
2. Correct all deviations or omissions from the plans and specifications immediately.
3. Remove defective pipe or fittings and replace with sound materials.

B. Tests:

1. General:
 - a. Perform all tests in presence of Engineer.
 - b. Repair all leaks noted.
 - c. Retest until test requirements are met.
2. Water Lines, Pressure Sewers or Reuse Lines: Use Hydrostatic Test Procedure in AWWA C600 for ductile iron pipe and AWWA C605 for PVC pipe. Perform simultaneous leakage and pressure test of pipeline at pressure noted below:
 - a. Process Piping (Non-pressure): 50 psi (all piping not pressurized by a pump).
 - b. Pressure Process Piping: 150 psi for a minimum of two hours
 - c. Sodium hypochlorite solution piping: 100 psig.

3. Raw water, aerated water, and potable water mains.

The disinfection of water piping shall be conducted in accordance with AWWAC651 using the continuous-feed method and shall be performed by specialty trained personnel. Provide all temporary filling, flushing and testing connections (complying with Figures 1 and 2 of AWWA C651), water, chemicals, sampling and bacteriological test results. The continuous-feed method shall include slowly and completely filling the main to remove air pockets, preliminary flushing, and filling the main with chlorinated water having a free chlorine concentration of no less than 25 mg/l. At the end of a 24-hour contact time, the heavily chlorinated water, having a free chlorine residual of not less than 10 mg/l, shall be flushed from the main until the chlorine concentration leaving the main is no higher than 4.0 ppm. Neutralize the heavily chlorinated water leaving the main with one of the chemicals named in Appendix C of AWWA C651. Conduct bacteriological sampling and testing in accordance with Section 5 of AWWA C651. After sampling, maintain a minimum pressure of 20 psig in

the mains until regulatory permission is granted to place the mains into service. Provide satisfactory test results consisting of two consecutive sets of samples, taken at least 24 hours apart, showing the absence of total coliform organisms and the presence of a chlorine residual. If necessary, redisinfect until satisfactory test results are obtained.

END OF SECTION

SECTION 33 35 30

VALVES AND ACCESSORIES

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK: The extent of work contained in this section of specifications shall generally include but not be limited to the furnishing and installation of all types of valves, strainers, and other accessories required to control or prevent flow of gas or liquids through or at existing pipe or new piping as indicated on contract drawings and as contained in these specifications.

1.02 QUALITY ASSURANCE: - *All reference to Industry Standards (ASTM, ANSI, AWWA, etc.) shall be the latest revision unless otherwise stated.*

A. Standards:

1. American National Standards Institute (ANSI):
 - a. B16.1-1975, Cast Iron Pipe Flanges and Flanged Fittings, class 25, 125, 250 and 800.
2. American Society for Testing and Materials (ASTM):
 - a. A 126-73 (79), Gray Iron Castings for Valves, Flanges and Pipe Fittings.
 - b. A536-80, Ductile Iron Castings.
 - c. B 62-82, Composition Bronze or Ounce Metal Castings.
 - d. B 148-82, Aluminum Bronze Sand Castings.
 - e. B 584-82, Copper Alloy Sand Castings for General Application.
3. American Water Works Association (AWWA):
 - a. C500-86, Gate Valves – 3 in. through 48 in. – for Water and Sewerage Systems.
 - b. C504, Rubber Seated Butterfly Valves
 - c. C508-82, Swing-Check Valves for Waterworks Service 2 in. through 24 in.
 - d. C509-87, Resilient Seated Gate Valves – 3 in. through 12 in. for Water and Sewerage Systems.

1.03 SUBMITTALS:

- A. Provide complete detail shop drawing submittal to include but is not limited to the following:
1. Submit manufacturer's certification of materials' conformance to specifications.
 2. Submit manufacturer's literature, catalog data and installation instructions.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING:

- A. Seal ends of valves for shipment to prevent entry of foreign matter into valve.
- B. Box, crate, completely enclose and protect valves and accessories from accumulations of foreign matter.

- C. During loading, transporting, and unloading exercise care to prevent damage to materials. Handle items to prevent damage to interior or exterior surfaces.
- D. Do not drop valves or accessories.
- E. Store valves and accessories in area protected from weather, moisture or possible damage. Do not store materials on ground.

PART 2 – PRODUCTS

2.01 VALVES:

A. General:

- 1. Valves shall be rated for not less than 150 psi cold water, non-shock service unless specified or indicated otherwise.
- 2. End Conditions: Fit joints specified indicated and/or required for piping.
- 3. Turn to left (counterclockwise) to open.
- 4. Provide valve boxes with all buried valves.
- 5. All Valves greater than 12-inches in diameter shall be gear operated.
- 6. All above ground valves shall be equipped hand wheels.

B. Gate Valves:

- 1. Smaller than Three Inches: Shall be equipped with handwheel.
 - a. Type III (double wedge disc, rising stem, inside screw)
 - b. Class B (150 lb. steam rating)
- 2. Three inches through 12 inches: Shall be AWWA C509, Iron body, resilient seat, non-rising bronze stem with 2" square operating nut on buried valves, handwheel on above ground or vault valves.
 - a. Working pressure of 200 psi.
 - b. Internal Metal Surfaces shall be two-part thermosetting epoxy coating, 4 mils thick.
 - c. Sealing Mechanism shall have zero leakage at 200 psi with flow in either direction.
 - d. Acceptable: Mueller Series A-2370, American CRS-80 or equal.
- 3. Larger Than 12 Inches: Shall be manufactured to meet AWWA C500 or AWWA C509 and meet the requirements of Paragraph 2.01, B.2 above.

C. Butterfly Valves:

- 1. Greater than 12-Inch: Shall be AWWA C504, iron body, rubber seated with 2" square operating nut, turn to the left (counterclockwise) to open.
- 2. Working pressure of 150 psi.
- 3. End connections to fit joints specified and/or required for piping.
- 4. Acceptable: Mueller, Dezurik, or approved equal.

- D. Swing Check Valves: Check valves shall be cast iron, bronze mounted and conform to AWWA C508-82. Ends shall be flanged joint. Valves shall be furnished with all jointing accessories. Lever and weight, or spring, shall be provided where required. All check valves shall be from a single manufacturer. Acceptable manufacturers:

American Darling, M&H or Mueller

E. Plug Valves:

1. Plug valves except as noted shall be of the non-lubricated, eccentric type with resilient faced plugs, and screwed, flanged, or mechanical joint ends as shown on the plans. All plug valves shall provide drip-tight shutoff up to the full pressure rating of the valve with pressure in the seating direction. Valves with operators shall be drip-tight in either direction. Bodies shall be semi-steel with raised seats. Seats in three (3) inch and larger valves shall have a welded-in overlay of not less than ninety percent pure nickel on all surfaces contacting the plug face. Valves through twenty (20) inches shall have Type 316 stainless steel permanently lubricated upper and lower plug stem bushings. All valves four (4) inches and larger shall be of the bolted bonnet design. Packing on all valves shall be adjustable without disassembly of the actuator or valve. All exposed nuts, bolts, springs and washers shall be zinc plated. Means of actuation shall be by lever, gear actuator, tee wrench, extension stem, above ground operator, floorstand, etc., as indicated on the plans or by the Engineer. Flanged valves shall be faced and drilled to ANSI 125 Standard. All plug valves shall be as manufactured by Dezurik or approved equal.
2. All buried plug valves larger than 12-inches shall be equipped with gear actuators. Mounting brackets shall be totally enclosed with gasket seals. Valves in buried service shall have all exterior surfaces coated with coal tar epoxy. Buried valves shall have valve box and cover set at finished grade, with operating nut extended to within 6" from top of valve box, DeZurik Figure 341 or approved equal. Provide one tee wrench per valve.
3. Plug valves six (6) inch and smaller shall have 2" square nut and be wrench operated except where, due to lack of space for the wrench, or where the valve centerline is more than 5'-0" above the floor, they shall be either worm gear or spur gear operated and have wheel and chain where necessary.
4. Unless otherwise specified or approved, a suitable wrench shall be provided for each four (4) wrench-operated valves and at least one (1) for each operating station. Wrenches or wheels and chains shall be of suitable size and sufficient length for easy operation of the valves at their rated working pressure.

F. Tapping Valves and Sleeves:

1. Tapping valves shall meet AWWA C509. The body shall be cast iron. The valve shall consist of ductile iron wedge disc with solid guide lugs; a resilient rubber seat ring; a non-rising bronze stem; O-ring seals; thermoplastic anti-friction washer and a fully epoxy-coated interior on all parts which come in contact with water except the stem. The valve shall be operated by two-inch square operating nuts. Mueller Company H-667, or approved equal.
2. Tapping sleeves shall be solid cast iron body with Class 125 outlet flange. Mueller Company, H-615, or approved equal.

G. Air Release and Vacuum Relief Valves: Combination integral type with a valve assembly which functions as both an air and vacuum valve and an air release valve.

1. Design valves for a water working pressure of 300 psi. Construct with stainless steel floats. All working parts shall be constructed of brass, stainless steel, or other corrosion-resistant materials.

2. Pipe exhaust from each valve to a suitable disposal point. Provide a shutoff valve in the piping to each combination air release and vacuum relief valve assembly.
3. Manufacturer: APCO Model 200 A, or approved equal.

H. Ball Valves:

1. Water Service: Ball valves shall be designed for a water working pressure of not less than 150 psi, shall be constructed of PVC and when in the fully-open position, shall have a port diameter not less than Schedule 80 PVC pipe of the same nominal diameter. Valves shall be designed with true union ends to permit removal of the valve from the line and with end connectors designed for solvent welding to the pipe. Acceptable: ASAHI Duo-Bloc, Chemitrol or equal.
2. Vacuum Service: Ball valves shall be designed for a water working pressure of not less than 150 psi and shall be full vacuum rated. Valves shall be PVC with a port diameter not less than Schedule 80 PVC of the same nominal diameter. Valves shall be designed with true union ends to permit removal of the valve from the line and with end connectors to allow a threaded connection in the vacuum line. Acceptable: ASAHI Duo-Block or approved equal.

- I. Wye Strainers: Wye strainers shall be made of transparent PVC. Submit standard screen sizes for selection. Screens shall be PVC or stainless steel, and shall be designed for cleaning or changing without removing strainer from pipeline. Acceptable: ASAHI; George Fischer Type 306; or approved equal.

- J. Miscellaneous Valves: Indicated or required but not specified. Type required by standard practice for intended conditions of service.

2.02 VALVE BOXES:

- A. Provide at all manually operated valves installed on underground lines. Covers shall be marked "Water" for water distribution systems and "Sewer" for wastewater transmission systems.
- B. Cast iron, 3 piece extension type, with cover and flared base to suit valve furnished.
- C. Acceptable: Figure No. F-2450, Clow Corporation; Catalog No. H10357, Mueller Co.; Figure No. E-3002, M & H Valve and Fittings Co. or equal.

2.03 FIRE HYDRANTS

A. General:

Fire hydrants shall be 5 ¼ inch ductile iron body, dry-barrel, fully bronze mounted, for minimum 150 psi working pressure, complying with ANSI/AWWA Standard C502, Associates Factory Mutual Fire Insurance Companies and listed with Underwriter's Laboratories. The inlet connection shall be 6-inch mechanical joint type. All nuts and bolts shall be 304 stainless steel. The integral shut-off valve shall be compression type opening against water pressure and open left (counter-clockwise) as marked on the bonnet. The main valve seat and the threaded portion of the hydrant into which it screws shall be bronze or stainless steel. The hydrant barrel drain valve and port shall be bronze. The hydrant barrel drain shall be actuated by operation of the main valve stem. The stem operating threads and thrust bearing shall be sealed, by "O" rings, from exposure to moisture and shall be provided with means for lubrication. The hose nozzles shall be bronze with National Standard fire hose coupling screw threads, one 4 ½ inch pumper nozzle and two 2 ½ inch hose nozzles. The hydrant operating nut and nozzle cap nuts shall be pentagon shaped (5-sided) measuring 1 ½ inches from point to flat. The nozzle caps shall be securely chained to the hydrant

barrel and be constructed of heavy duty corrosion-resistant material. The hydrants shall be "Traffic" type with a frangible flange or lugs and operating stem section at the ground level. The outside surface of the upper barrel (top) of the hydrant and all above ground piping shall be primed and then painted "Traffic Yellow" color (RUS-KIL Enamel – International yellow or equal). The base (shoe) shall be painted with a minimum of 4 mils thick epoxy (inside and outside surfaces). The lower barrel (inside and outside surfaces) and the inside surface of the upper barrel shall be asphaltic or epoxy coated.

1. Acceptable: American Flow Control, M & H Valve Company, Mueller (Standard or Aqua Grip), US Pipe, AVK.

PART 3 – EXECUTION

3.01 INSPECTION:

- A. General: All valves shall be subject to inspection at the time of delivery and in the field just prior to installation. All valves which in the opinion of the Engineer do not conform to these specifications will be rejected and shall be removed by the Contractor.

3.02 INSTALLATION:

- A. Valves shall be set with stems set vertically above centerline of pipe unless indicated otherwise. Keep valves tightly closed during installation and take care to prevent dirt from damaging seating surfaces. Valves shall be installed so that the direction of flow through the valve is in accordance with the manufacturer's recommendations. Tighten stuffing box, if provided, and operate valve to see that all parts are in working condition before installation.
- B. Tapping Valves and Sleeves: Install tapping valves and sleeves, as directed by the Owner, in existing water mains at locations where it is not practical to shut off the pressure. Test, sterilize and flush new line as specified hereinafter and obtain approval of the Engineer before putting a connection to an existing line into service.
- C. Operate valve to verify that all parts are in working condition prior to installation.
 1. Buried valves:
 - a. Set valve box plumb and place directly over valve operating nut.
 - b. Tamp earth fill completely around valve box for a distance of one foot.
 - c. Provide valve box extensions where required for depth of cover.
- D. Records: Prepare and submit to the Owner a reproducible or list in duplicate, as directed, indicating size and location of all valves installed. Reference valves by distance and direction from enough prominent and permanent landmarks to assure ease of location.

3.03 FIELD QUALITY CONTROL:

- A. Supervision, calibrations and initial start-up shall be conducted by a factory trained representative of the valve manufacturer for a minimum of one (1) day at the job site(s).
- B. This representative shall have a minimum of five (5) years experience and his duties shall include:
 1. Verify proper installation.
 2. Make all predetermined settings.
 3. Start-up and adjustments.
 4. Approve installation in writing.

5. Instruct Owner's personnel in proper operation and maintenance procedures.

END OF SECTION

SECTION 33 35 50

SUPPORTS, ANCHORS AND THRUST CONTROL

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK: The extent of work covered under this specification shall include, but not be limited to furnishing of all labor and materials required to adequately hang, support, anchor, tie back, isolate, restrain and provide thrust control for new piping work required under this contract.

1.02 QUALITY ASSURANCE:

- A. American Society for Testing and Materials (ASTM): All manufacturing of equipment and accessories covered in this specification as well as the installation of such shall be done in accordance with the applicable standard set forth in ASTM.

1.03 SUBMITTALS:

- A. Submit manufacturer's certificate of material conformance to specification.
- B. Submit manufacturer's literature, catalog data and installation instructions.
- C. Submit shop drawing indicating dimensions, construction details, materials, finish, deflection for spring hanger and maximum load.
- D. Submit design calculations and methods for thrust control devices.

PART 2 – PRODUCTS

2.01 GENERAL:

- A. Furnish standard and fabricated supports and anchors complete with necessary inserts, bolts, nuts, rods, washers and other accessories.
- B. Prevent contact between dissimilar metals by use of rubber or vinyl coatings.

2.02 ANCHORS AND SUPPORTS:

- A. Expansion Bolts: Federal Specification FF-S-325.
 - 1. In Concrete: Use Group II, Type 4, Class 1 or Group VIII, Type 1.
 - 2. In Masonry: Use Group II, Type 3, Class 3.
 - 3. Material: 18-8 stainless steel, including clips, washers and nuts.
 - 4. Size and Length: As required or indicated.
 - 5. Drilling: Conformance with manufacturer's instructions.
 - 6. Acceptable: ITT Phillips Drill Division or equal.
- B. Pipe Hangers and Supports: Provide where indicated on the drawings or where required.
 - 1. Material: Galvanized steel unless indicated otherwise.
 - 2. Size and Length: As required or indicated.
 - 3. Acceptable: ITT Grinnell or equal.

2.03 RESTRAINED JOINTS:

- A. RESTRAINERS

The restrainers shall be manufactured of ductile iron and shall meet or exceed all the requirements of ANSI A21.11 (AWWA C111) and ASTM A536. The restrainer system shall provide anchoring of PVC pipe to mechanical joint fittings or bell to spigot PVC pipe joints. Restraints shall provide a full 360 degree contact with sufficient gripping action to secure the clamp to the pipe and be designed so that restraint action is increased as a result of increases in line pressure. The restrainer shall accommodate the full working pressure rating of the pipe plus surge allowance.

B. RETAINER GLANDS

Retainer glands shall be manufactured of ductile iron grade 64-42-10, ASTM A536 or CCUA pre-approved equal and shall be designed to fit standard mechanical joint bells conforming to applicable sections of ANSI A21.10 (AWWA C110), ANSI A21.11 (AWWA C111) and ANSI A21.53 (AWWA C153). The restraining device shall be rated for the full working pressure of the pipe including surge allowance and a 2:1 safety factor. Mechanical restraints shall include a restraining mechanism which, when actuated, imparts a wedging action against the pipe, increasing its resistance as the pressure increases. The restraint shall be compatible with the type of joint being installed. The joint deflection shall not exceed 80% of the pipe manufacturer's recommended maximum deflection. Deflection, if necessary, shall be made before tightening the set screws. Bolts and screws shall be tightened alternately, 180 degrees apart, to the torque recommended by the manufacturer. Retainer glands having set screws that make point contact with the pipe without using a pad to disperse point loading shall not be used on PVC pipe. The restraining device shall not damage or lower the working pressure of the pipe installed.

- C. For Ductile Iron Pipe: Restrained joints shall be American Flex-Ring, Lok-Ring, US Pipe TR Flex, EBAA Iron Megalug, or equal.
- D. For PVC Pipe: Restrained joints shall be Uni-flange Series 1300, 1350, 1390 or approved equal.
- E. Thrust Blocking: Thrust blocking shall not be allowed unless specifically indicated on drawings or directed by Engineer.

PART 3 – EXECUTION

3.01 JOB CONDITIONS:

- A. Locate hanger, supports and anchors where indicated and as required to support pipelines, valves and additional concentrated loads.
 - 1. Install items to be embedded before concrete is placed.
 - 2. Fasten embedded items securely to prevent movement when concrete is placed.
 - 3. Adjust as required using grout for concrete supports.
- B. Pipe Thrust Restraints: Mechanical restrainers shall be installed as required to properly restrain all piping systems. At a minimum, restrainers shall be provided on all below-grade valves and fittings and at the required number of pipe joints in each direction. Required lengths of restrained pipe shall be as shown in pipe restraint schedule below for the type of pipe and type of soil encountered. For above-grade piping, all valves and fittings shall be threaded, flanged or solvent welded with supports as required.

PIPE RESTRAINT SCHEDULE

**MINIMUM LENGTH OF PIPE (IN FEET) REQUIRED TO BE
RESTRAINED ON EACH SIDE OF A VALVE OR FITTING
FOR SANDY SOILS (SW, SP, SM, SC)**

PIPE TYPE	PIPE SIZE	90° BEND	45° BEND	≤22.5° BEND	TEE OR CROSS	VERTICAL OFFSET ^a		REDUCER ^b	VALVE	DEAD END
						LOW	HIGH			
D U C T I L E I R O N	≤4	18	18	18	18	18	18	18	18	33
	6	20	18	18	18	18	19	35	36	47
	8	26	18	18	18	18	25	44	36	61
	10	31	18	18	18	18	30	60	54	73
	12	37	18	18	18	18	36	63	54	86
	14	41	18	18	18	18	41	64	72	98
	16	46	19	18	36	18	46	66	72	111
	18	51	21	18	36	18	51	66	72	122
	20	56	23	18	36	18	56	67	72	134
	24	64	27	18	36	21	65	85	90	156
	30	75	31	18	36	25	78	118	90	188

PIPE RESTRAINT SCHEDULE

**MINIMUM LENGTH OF PIPE (IN FEET) REQUIRED TO BE
RESTRAINED ON EACH SIDE OF A VALVE OR FITTING
FOR CLAYEY AND SILTY SOILS (CL, CH, ML, MH)**

PIPE TYPE	PIPE SIZE	90° BEND	45° BEND	≤22.5° BEND	TEE OR CROSS	VERTICAL OFFSET ^a		REDUCER ^b	VALVE	DEAD END
						LOW	HIGH			
D U C T I L E I R O N	≤4	18	18	18	18	18	18	18	18	35
	6	22	18	18	18	18	20	25	36	49
	8	29	18	18	18	18	27	46	36	64
	10	35	18	18	18	18	32	62	54	77
	12	41	18	18	18	18	37	66	54	90
	14	47	20	18	18	18	43	67	72	103
	16	53	22	18	36	19	48	68	72	115
	18	59	24	18	36	21	53	69	72	127
	20	65	27	18	36	23	58	70	72	140
	24	76	31	18	36	27	67	89	90	162

	30	91	38	18	36	32	80	122	90	194
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Assumptions:

1. Pipe Test Pressure = 150 PSI
2. Minimum Pipe Depth = 3.0 Feet
3. Laying Condition = Type 5
4. Safety Factor = 2.0

- ^a "Low" represents the minimum length of pipe (in feet) required to be restrained on the low side of the vertical offset, which is typically downstream of the offset fitting. "High" represents the minimum length of pipe (in feet) required to be restrained on the high side of the vertical offset, which is typically upstream of the offset fitting. Required restrained lengths assume an offset angle $\leq 45^\circ$.
- ^b Distance represents the linear feet of large diameter pipe upstream of the reducer required to be restrained. Restrain small diameter pipe at reducer at a minimum. If there is an unobstructed run downstream of the reducer (i.e. small diameter pipe) of at least 2.5 times the required length of large diameter pipe to be restrained, then restraint is required only at the reducer fitting. If small end of reducer is more than three pipe sizes smaller than large end, consult Engineer for required length to be restrained.

END OF SECTION

SPECIAL PROVISION
FOR
STRUCTURAL STANDARD APERTURE GEOGRID
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1. DESCRIPTION

- A. The geogrid shall be composed of a single layer and integrally formed with triangular apertures and high-profile ribs exhibiting significant dimensional stability through all ribs and junctions of the geogrid structure. The geogrid shall maintain its reinforcement and aggregate confinement capabilities under repeated dynamic loads while in service. The geogrid shall also be resistant to ultraviolet degradation, damage under normal construction practices, and all forms of biological and chemical degradation normally encountered in road construction. Geogrid layers shall be placed as directed by the Engineer. The geogrid should be sized appropriately to interlock with dense graded aggregate.

2. PERFORMANCE CRITERIA

- A. The design of the pavement shall be in accordance with the *1993 American Association of State Highway and Transportation Officials (AASHTO) Guide for Design of Pavement Structures* and *R50-09 Standard Practice for Geosynthetic Reinforcement of Aggregate Base Course of Flexible Pavement Structures*. Consistency and compatibility to these methods must be verified in writing by independent professional engineers in the field of pavement engineering.
- B. The mechanically stabilized layer (MSL) shall be incorporated into the pavement design by using modified layer coefficients. Modified layer coefficients shall be calibrated and validated with the results of full-scale laboratory, field and/or accelerated pavement testing where actual geogrids are tested in-soil and in representative conditions.
- C. The design of the pavement shall be based on the following parameters:
- (1) Subgrade Resilient Modulus = 9,000 psi
 - (2) Serviceability Loss = 1.7
 - (3) Reliability = 90 %
 - (4) Standard Deviation = 0.45
 - (5) Base course modified layer coefficient = 0.340
 - (6) Design traffic = 3,024,000 Equivalent Single Axle Loads (ESALs)

3. SUBMITTALS

SPECIAL PROVISION
FOR
STRUCTURAL STANDARD APERTURE GEOGRID
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- A. Submit representative geogrid product sample.
- B. Submit geogrid product data sheet and certification from the Manufacturer that the geogrid product supplied meets the requirements of Part 4 of this special provision.
- C. Submit Manufacturer's installation instructions and general recommendations.

4. MATERIALS

- A. The geogrid shall be integrally formed through punching and drawing of extruded sheets of polypropylene. The geogrid shall be oriented in three substantially equilateral directions, so the resulting ribs have a high degree of molecular orientation which continues at least in part through the mass of the integral node.
- B. The resulting geogrid structure shall have apertures that are triangular in shape and shall have ribs with depth-to-width ratios greater than 1.0.
- C. The geogrid shall have typical characteristics shown in the table below and shall be certified in writing by the Manufacturer to meet these characteristics.

Properties ⁽¹⁾ ,	Longitudinal / Transverse	Diagonal	General
Rib pitch ⁽²⁾ , mm (in)	40 (1.60)	40 (1.60)	
Mid-rib depth ⁽²⁾ , mm (in)	1.2 (0.05)	1.3 (0.05)	
Mid-rib width ⁽²⁾ , mm (in)	1.2 (0.05)	0.9 (0.04)	
Rib shape			rectangular
Aperture shape			triangular

- 1. Unless indicated otherwise, values shown are minimum average roll values determined in accordance with ASTM D4759-02.
- 2. Nominal dimensions.
- D. **Submittals.** Submit geogrid product data sheet and certification from the Manufacturer that the geogrid product supplied meets all of the requirements of Section C of Part 4. A

SPECIAL PROVISION
FOR
STRUCTURAL STANDARD APERTURE GEOGRID
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minimum of one material sample may be selected at random from the material delivered and tested for compliance with the requirements of Section C of Part 4. Each sample size required shall be a minimum of three (3) feet wide with a one (1) square yard minimum area.

- E. **Alternate Geogrid Materials.** Alternate geogrid materials may be considered if they meet or exceed the design criteria of the project. Such materials must be pre-approved in writing by the Engineer. For alternate geogrid materials not meeting all the requirements of Section C of Part 4, alternate material packages must be submitted meeting or exceeding the design criteria of the project to the Engineer a minimum of 14 days prior to the bid date, and must include, as a minimum, the following:

- (1) Performance calibration tests of alternate geogrid material based on accelerated pavement testing (APT).

APT shall be performed at an APT facility accredited by NCHRP for geogrid testing. APT shall be conducted in accordance with NCHRP 512 and Synthesis 325 and must be evaluated with standard highway moving wheel loads. Geogrid reinforced sections must be compared to a control section. Test results of the geogrid section must demonstrate a minimum of 100,000 equivalent single axle loads at less than ½" of rutting and must be continued beyond the failure criterion. The rutting performance of the sections must be assessed by trenching. Pavement testing must take place over both soft (CBR <4%) and firm (CBR >5%) subgrade conditions.

- (2) Results from ten or more in-situ automated plate load tests conducted, in compliance with AASHTO T221-90 (2012), on geogrid stabilized aggregate base, where the results confirmed that the structural requirements of the pavement foundation were achieved for the product being recommended. At a minimum, two of the tests must show results for 10,000 cycles and demonstrate near-linear elastic behavior.

- (3) Independent review and verification from a third-party expert of supporting research, data, design assumptions and analyses. This will include: calibration and validation research, data normalization, product performance, design methodology and design calculations, and verification of product-specific design boundary conditions. This validation must state that the design method used by the manufacturer of the product is compatible with the *AASHTO R50-09 Standard Practice for Geosynthetic Reinforcement of Aggregate Base Course of Flexible Pavement Structures* and the *1993 AASHTO Guide for Design of Pavement Structures*.

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FOR
STRUCTURAL STANDARD APERTURE GEOGRID
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- (4) An alternate design signed and sealed by a professional engineer registered to practice in the state that the project is located that incorporates the performance benefits of the submitted geogrid in full-scale accelerated pavement testing (APT), based on the site-specific conditions of the project.
- (5) A sample of the alternate geogrid material and certified specification sheets. Recommended installation instructions and additional information as requested by the Engineer to fully evaluate the application.
- (6) In-air index testing of geogrid properties, or explanations of performance based on in-air index testing of geogrid properties are not sufficient to understand the complex mechanisms involved in soil/geogrid interaction and/or the performance of MSL's. Therefore, no acceptance of alternates based on material property comparisons or explanations of performance based on in-air testing of geogrid properties will be allowed.

5. DELIVERY, STORAGE AND HANDLING

A. Storage and Protection

- (1) Prevent excessive mud, wet concrete, epoxy or other deleterious materials from coming in contact with and affixing to the geogrid materials.
- (2) Store at temperatures above -20 degrees F (-29 degrees C).
- (3) Rolled materials may be laid flat or stood on end.
- (4) Geogrid materials should not be left directly exposed to sunlight for more than 6 months or as recommended by the Manufacturer.

B. Examination

- (1) The Contractor shall check the geogrid upon delivery to verify the proper material has been received. The geogrid shall be inspected by the Contractor to be free of flaws or damage occurring during manufacturing, shipping or handling.

6. EXECUTION

A. Preparation

- (1) The subgrade soil shall be prepared as indicated on the construction drawings or as directed by the Engineer.

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FOR
STRUCTURAL STANDARD APERTURE GEOGRID
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B. Installation

- (1) The geogrid shall be installed at the proper elevation and alignment as shown on the construction drawings.
- (2) The geogrid shall be installed in accordance with the plans and specifications and any installation guidelines provided by the Manufacturer or as directed by the Engineer.
- (3) The geogrid may be temporarily secured in place with ties, staples, pins, sandbags or backfill as directed by the Engineer.
- (4) Aggregate shall be placed and compacted in accordance with the local Department of Transportation standards. Aggregate shall be placed, spread and compacted in such a manner that minimizes the development of wrinkles in the geogrid and/or movement of the geogrid.
- (5) A minimum loose aggregate thickness of 6 inches is required prior to operation of tracked vehicles over the geogrid. Turning of tracked vehicles should be kept to a minimum to prevent tracks from displacing the aggregate base material and damaging the geogrid. When underlying subgrade is trafficable with minimal rutting, rubber-tired equipment may pass directly over the geogrid reinforcement at slow speeds (less than 5 mph). Sudden braking and sharp turning movements shall be avoided.

C. Inspection and Repair

- (1) The Owner or Owner's Representative may randomly inspect geogrid before, during and after (using test pits) installation.
- (2) Any damaged or defective geogrid (i.e. frayed coating, separated junctions, separated layers, tears, etc.) will be repaired by removal of affected area and patching using new material with a minimum 3-foot overlap beyond the limits of the affected area.
- (3) Any roll of geogrid damaged before, during or after installation shall be replaced by the Contractor at no additional cost to the Owner.

7. MEASUREMENT AND PAYMENT

SPECIAL PROVISION
FOR
STRUCTURAL STANDARD APERTURE GEOGRID
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- A. This work will be measured and paid for by the square yard, completed in place. No allowance will be made for overlap, splices or material cut off or wasted. Payment for **STRUCTURAL STANDARD APERTURE GEOGRID** will include furnishing the material, labor, and equipment required to furnish, place and anchor the geogrid, and any hand work necessary to establish grades, make geogrid splices, and repairs to protective coatings.

PAY ITEM

PAY UNIT

STRUCTURAL STANDARD APERTURE GEOGRID Square Yard



Displaying title 2, up to date as of 3/21/2022. Title 2 was last amended 3/18/2022.

Title 2 - Grants and Agreements

Subtitle A - Office of Management and Budget Guidance for Grants and Agreements

Chapter II - Office of Management and Budget Guidance

Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) See § 200.323.
- (K) See § 200.216.
- (L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

APPENDICES A and E

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

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit*

Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, 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 paragraph 1.d. of this section; 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 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 paragraph 1.b. of this section) 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.

b. (1) The contracting officer 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 contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer 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 contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, 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.

c. 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.

d. 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.

2. Withholding

The contracting agency 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 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, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, 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

a. 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. 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.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. 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 at <http://www.dol.gov/esa/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 address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA 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 contracting agency.

(2) 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:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) 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 Regulations, 29 CFR part 3;

(iii) 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.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) 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.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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, 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 that 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.

b. Trainees (programs of the USDOL).

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, 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 classification of 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 contractor 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.

c. 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.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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 shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 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 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 reference 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 contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. 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).

b. 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).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction 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 29 CFR 5.5(a) or 29 CFR 4.6. As used in this 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 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.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency 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.

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.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) 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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) 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 (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. 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.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, 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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal 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.

b. 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 Federal 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.

2. 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. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters (Primary Covered Transactions)**

April, 2015

Recipient: Putnam County, Florida

Contract Number: HM007

Name of Company Selected as a Prime Contractor: _____

DUNS Number: _____

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) 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 1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Authorized Signature

Date

Name Typed

Title

Street Address

City, State, Zip



**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion (Subcontractor)**

April, 2015

Recipient: Putnam County, Florida Contract Number: HM007

Name of Subcontractor: _____

DUNS Number: _____

Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

Authorized Signature

Date

Name Typed

Title

Street Address

City, State, Zip

(24 CFR 24.510 and 24 CFR, Part 24, Appendix A)

**Bidding Information and Contractor Eligibility**

November 2019

Local Government: Putnam County, FloridaCDBG Contract #: HM007*Use a separate form for each prime contractor hired under the CDBG subgrant.*

A construction contract is expected to be awarded to the contractor listed below. Please advise whether the prime contractor is identified on the List of Parties Excluded from Federal Procurement Programs.

Prime Contractor	Bid Amount	\$	Wage Decision Information	
			Number	Modification
Name:	Bid Date		FL	
DUNS #:	Award Date		FL	
	Contract Execution Date		FL	

Describe the construction work to be performed:

List any subcontractors that will be working under the prime contract:

1)

4)

2)

5)

3)

6)

A. Is there additional work to be bid?

☐ Yes* ☐ No

B. Is contract award to the apparent low bidder?

☐ Yes ☐ No*

C. After bid opening, was any bidder allowed to modify his bid, or was the project changed in any way?

☐ Yes* ☐ No

D. Was any bidder rejected or allowed to withdraw after bid opening?

☐ Yes* ☐ No

E. If there is only one bid, is it within the estimate or do the files document that the bid is reasonable?

☐ Yes ☐ No* ☐ N/A

F. Has the prime contractor documented efforts to obtain minority and women subcontractors as required by 24 CFR 85.36(e)(2)(vi)? (Documentation of efforts must be retained in project files for review and reporting purposes.)

☐ Yes ☐ No*

G. Did any party (bidder, sub, or supplier) file a protest? (Subgrantees must have written protest procedures.)

☐ Yes* ☐ No

** For these situations, please provide details on a separate sheet of paper. It is recommended that the subgrant administrator discuss this with CDBG staff before the contract is awarded to ensure compliance with procurement regulations.*

Name

Signature

Date

**Section 3 Participation Report**
(Construction Prime Contractor)

April, 2015

Local Government: Putnam County, FloridaCDBG Contract #: HM007

This form must be completed by the prime contractor for any construction contract over \$100,000. Voluntary reporting for contracts under \$100,000 is encouraged.

Contractor's Name: _____

Contractor's DUNS Number: _____

Contract Amount: \$ _____

1. Does the business qualify as a "Section 3 Business Concern" because	
a) It is at least <u>51% owned</u> by Section 3 residents*, or	☐ Yes ☐ No
b) At least 30% of its <u>permanent full-time employees</u> are	
i) Currently Section 3 residents*, or	☐ Yes ☐ No
ii) Were Section 3 residents* within first three years of employment, or	☐ Yes ☐ No
c) Will at least 25% (dollar value) of construction subcontracts (no material/supplies/equipment vendors unless they are also installing same) be to businesses meeting (a) or (b) above?	☐ Yes ☐ No
If yes , list any Section 3 subcontractors and subcontract amount:	
Subcontractors	Subcontract Amount
	\$
	\$
	\$
2. Will the contractor be hiring any additional staff (office or field) for this project?	
☐ Yes ☐ No	
• If yes , what types of jobs will be filled, and how many additional hires are estimated in each job type?	

***Section 3 resident means:**

- (1) A public housing resident; or
- (2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is:
 - (i) *A low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or
 - (ii) *A very low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.
- (3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Note: This contract is funded with federal funds, and this information is required for construction contracts over \$100,000 for reporting purposes. See Section 3 portion of *CDBG Supplemental Conditions for Construction Projects* for additional information.



Documentation for Business Claiming Section 3 Status

April, 2015

Name of Business: _____

DUNS Number of Business: _____

Address of Business: _____

Type of Business: ☐ Corporation ☐ Partnership
☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of our Section 3 status:

For a business claiming status as a Section 3 resident-owned enterprise

☐ Copy of resident lease ☐ Copy of receipt of public assistance
☐ Copy of evidence of participation in a public assistance program ☐ Other evidence

For a business claiming Section 3 status by subcontracting 25 percent of the dollar amount awarded to qualified Section 3 businesses

☐ List of Section 3 subcontractor(s) and subcontract amount(s).

For a business claiming Section 3 status based on at least 30 percent of their workforce currently qualifying as Section 3 residents or having been qualified as Section 3 eligible residents within three years of date of first employment with the business

☐ List of all current full-time employees, and
☐ List of employees claiming Section 3 status and for each such employee:
☐ PHA/IHA Residential lease less than three years from date of employment, or
☐ Other evidence of Section 3 status less than three years from day of employment.

I certify that the above information is correct.

Signature

Type Name and Title

Date

Note: The local government shall maintain this form and supporting documentation in the CDBG project files for review during monitoring.

CDBG Supplemental Conditions for Construction Contracts

April, 2015

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

1. Termination (Cause and Convenience)
2. Access to Records
3. Retention of Records
4. Remedies
5. Environmental Compliance (Clean Air Act and Clean Water Act)
6. Energy Efficiency
7. Special Equal Opportunity Provisions
8. Conflict of Interest
9. Utilization of Minority and Women's Businesses
10. Federal Labor Standards Provisions (Davis-Bacon, Copeland, and Contract Work Hours Act)
11. Guidance to Contractor for Compliance with Labor Standards Provisions
12. E-Verify

=====

1. Termination (Cause and Convenience)

- A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
 - (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
 - (2) an opportunity for consultation with the terminating party prior to termination.
- B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.
- C. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but
 - (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and
 - (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

- D. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.



CDBG Supplemental Conditions for Construction Contracts

April, 2015

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- E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- F. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

2. Access to Records

The local government, the Florida Department of Economic Opportunity, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

3. Retention of Records

The contractor shall retain all records relating to this contract for six years after the local government makes final payment and all other pending matters are closed.

4. Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

5. Environmental Compliance

If this contract exceeds \$100,000, the contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 CFR Part 15). The contractor shall include this clause in any subcontracts over \$100,000.

6. Energy Efficiency

The contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

7. Special Equal Opportunity Provisions

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)

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

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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.

CDBG Supplemental Conditions for Construction Contracts

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- (2) The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) Contractors shall incorporate foregoing requirements in all subcontracts.

**B. Executive Order 11246, as Amended (through 2014), Section 202 Equal Opportunity Clause
(Applicable to contracts/subcontracts above \$10,000)**

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information."
- (4) 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 by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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- (8) The contractor will include 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 No. 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- (a) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (b) 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 the covered area, are as follows:

Female participation: 6.9% (statewide)

Minority participation (See Appendix at CDBG-25 for goals for each county)

These goals are applicable to all Contractor's construction work (whether or not it is federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic 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 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 established for the geographic area where the contract resulting from his solicitation is to be performed. The hours of minority and female employment or training must be substantially uniform throughout the length of the contract and in each trade 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.

- (c) 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; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- (d) As used in this Notice, and in the contract resulting from the solicitation, the "covered area" is the county in which the contract work is being undertaken.

(D) 41 CFR 60-4.3. Equal Opportunity Clauses

- (a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive order.

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

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 Island); 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).
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.
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.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7.A. 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 geographic area where the contract 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.
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.
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.
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 therefor, 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.

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- (e) Develop on-the-job training opportunities and/or participate in training programs for the areas 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 7.(b) 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 on-site 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 recruitment 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 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.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 7.(a) through (p). 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 7.(a) 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.
9. A single goal for minorities and 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).
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.
11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out sections 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.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort 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.
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.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and 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).

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E. Certification of Non-Segregated Facilities (Contracts over \$10,000)

The contractor does not maintain or provide for its employees any segregated facilities at any of its establishments, and does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, “segregated facilities” mean any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it 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; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods) .

F. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

G. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

H. Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following “Section 3 clause” in every “Section 3-covered contract”:

(1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (6) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (7) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

I. Section 503 Handicapped (Contracts \$2,500 or more)

- (1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- (5) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (6) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

J. Age Discrimination in Employment Act of 1967, as Amended

It shall be unlawful for an employer-

- (1) to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age;
- (2) to limit, segregate, or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's age; or
- (3) to reduce the wage rate of any employee in order to comply with this chapter.

K. Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA)

- (1) Under Title II of the Genetic Information Nondiscrimination Act, it is illegal to discriminate against employees or applicants because of genetic information. Employers are prohibited from using genetic information in making employment decisions. GINA restricts employers and other entities covered by Title II (employment agencies, labor organizations and joint labor-management training and apprenticeship programs - referred to as "covered entities") from requesting, requiring or purchasing genetic information, and strictly limits the disclosure of genetic information.

The law forbids discrimination on the basis of genetic information when it comes to any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, or any other term or condition of employment.

- (2) "Genetic information" includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about the manifestation of a disease or disorder in an individual's family members (i.e. family medical history). Family medical history is included in the definition of genetic information because it is often used to determine whether someone has an increased risk of getting a disease, disorder, or condition in the future.

8. Conflict of Interest of Officers or Employees of the Local Jurisdiction, Members of the Local Governing Body, or Other Public Officials

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

9. Utilization of Minority and Women Firms (M/WBE)

The contractor shall take all necessary affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services, Office of Supplier Diversity,
- Florida Department of Transportation (construction services, particularly highway),
- Minority Business Development Center in most major cities, and
- Local government M/WBE programs in many large counties and cities.

A firm recognized as an M/WBE by any of the above agencies is acceptable for the CDBG program.

10. 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.

- A. (1) (a) Minimum Wages. 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 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 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.

- (b) (i) Any class of laborers or mechanics 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. HUD shall approve 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

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- (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.
 - (ii) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
 - (iii) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that the additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
 - (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (b)(ii) or (iii) 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.
- (c) 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.
- (d) 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. HUD or its designee 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 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, HUD, or its designee 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

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- (3) (a) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work 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).
- (b) (i) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owners, as the case may be, for transmission to HUD or its designee. 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). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).
- (ii) 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 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.
- (iii) 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)(b)(ii) of this section.

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- (iv) 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.
- (c) The contractor or subcontractor shall make the records required under paragraph A(3)(a) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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) (a) 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, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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, 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 HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contract 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 U. S. Department of Labor (USDOL) 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 HUD or its designee, the USDOL, or the employees or their representatives.
- (10) (a) **Certification of Eligibility.** 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 HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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- (b) 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 HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 USC 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, USC, "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. 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. 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. HUD or its designee 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 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.

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- (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.

11. 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 establish 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.)

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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 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 the 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.

12. **E-Verify**

Contractors and subcontractors performing work funded by CDBG subgrants are required to enroll in the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees that they hire during the term of their contracts under Executive Order 11-116, signed by the Governor of Florida on May 27, 2011.

- (a) E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. A contractor or subcontractor that has not signed up for E-Verify and executed a memorandum of understanding with the Department of Homeland Security can enroll in the E-Verify system on the Department of Homeland Security’s website listed below:

<http://www.uscis.gov/e-verify/e-verify-enrollment-page>

- (b) Contractors and subcontractors shall enroll in the E-Verify system prior to hiring any new employee after the effective date of their contracts to perform work on CDBG-funded projects. The address for obtaining an Employer Memorandum of Understanding is:

[http://www.uscis.gov/sites/default/files/USCIS/Verification/E-Verify/E-Verify Native Documents/MOU for E-Verify Employer.pdf](http://www.uscis.gov/sites/default/files/USCIS/Verification/E-Verify/E-Verify%20Native%20Documents/MOU%20for%20E-Verify%20Employer.pdf)

- (c) The Department of Homeland Security offers tutorials and other assistance at the web address below:

<http://www.uscis.gov/e-verify/you-start>

Appendix
Minority Participation Goals

These are the goals, by county, for meeting the minority participation portion of Section 7-B(2)(b) of the CDBG Supplemental Conditions. These are contractor workforce goals, not goals for subcontracting to minority and women firms. Solicitation of minority and women firms as subcontractors is a separate federal requirement which the contractor must document compliance with.

<u>Tampa-St. Petersburg Area</u>	<u>Percentage</u>
Hillsborough, Pinellas, Pasco	17.9
Charlotte, Citrus, Collier, DeSoto, ...	17.1
Hardee, Hernando, & Highlands (all seven counties)	
Lee	15.3
Manatee	15.9
Polk	18.0
Sarasota	10.5

<u>Tallahassee Area</u>	
Leon, Wakulla	24.3
Calhoun, Franklin, Gadsden, Jackson, ...	29.5
Jefferson, Liberty, Madison, & Taylor (all eight counties)	

<u>Pensacola - Panama City Area</u>	
Bay	14.1
Escambia, Santa Rosa	18.3
Gulf, Holmes, Okaloosa, ...	15.4
Walton, & Washington (all five counties)	

<u>Jacksonville Area</u>	
Alachua	20.6
Baker, Clay, Duval, Nassau, & St. Johns	21.8
Bradford, Columbia, Dixie, Gilchrist	22.2
Hamilton, Lafayette, Levy, Marion, Putnam, Suwannee, & Union (all 11 counties)	

<u>Orlando - Daytona Beach Area</u>	<u>Percentage</u>
Volusia	15.7
Brevard	10.7
Orange, Osceola, & Seminole (all three counties)	15.5
Flagler, Lake, & Sumter (all three counties)	14.9

<u>Miami - Fort Lauderdale Area</u>	
Dade	39.5
Broward	15.5
Palm Beach	22.4
Glades, Hendry, Indian River, Monroe, ...	30.4
Okeechobee, Martin, & St. Lucie (all seven counties)	

"General Decision Number: FL20220106 02/25/2022

Superseded General Decision Number: FL20210106

State: Florida

Construction Type: Heavy

County: Brevard County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)
(EXCLUDING CAPE CANAVERAL AIR FORCE STATION, PATRICK AIR FORCE
BASE, KENNEDY SPACE FLIGHT CENTER AND MALABAR RADAR SITE)

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	- Executive Order 14026 generally applies to the contract. - The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	- Executive Order 13658 generally applies to the contract. - The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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

Modification Number Publication Date
0 01/07/2022

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02/25/2022

ENGI0673-013 05/01/2021

	Rates	Fringes
OPERATOR: Oiler.....	\$ 28.44	14.60

IRON0808-008 02/03/2020

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

LABO0517-002 05/01/2020

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

PAIN1010-011 06/01/2021

	Rates	Fringes
Painter - Brush, Roller & Spray.....	\$ 24.71	14.60

* SUFL2009-145 06/24/2009

	Rates	Fringes
CARPENTER.....	\$ 13.56 **	1.84
CEMENT MASON/CONCRETE FINISHER...	\$ 13.18 **	0.00
ELECTRICIAN.....	\$ 16.71	3.51
LABORER: Common or General.....	\$ 10.07 **	0.00
LABORER: Landscape.....	\$ 7.25 **	0.00
LABORER: Pipelayer.....	\$ 12.09 **	1.85
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63 **	2.20
OPERATOR: Asphalt Paver.....	\$ 11.88 **	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator.....	\$ 13.12 **	2.58
OPERATOR: Bulldozer.....	\$ 12.88 **	0.00
OPERATOR: Crane.....	\$ 14.88 **	3.17
OPERATOR: Grader/Blade.....	\$ 16.00	2.84
OPERATOR: Loader.....	\$ 12.91 **	1.76
OPERATOR: Mechanic.....	\$ 13.83 **	2.19

OPERATOR: Roller.....	\$ 10.50 **	0.00
OPERATOR: Scraper.....	\$ 11.00 **	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.00 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 11.07 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 11.00 **	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21 **	1.97

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

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

"General Decision Number: FL20220159 02/25/2022

Superseded General Decision Number: FL20210159

State: Florida

Construction Type: Highway

County: Brevard County in Florida.

Does not include Cape Canaveral Air Force Station, Patrick Air Force Base, Kennedy Space Flight Center and Malabar Radar Site.

HIGHWAY CONSTRUCTION PROJECTS

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	- Executive Order 14026 generally applies to the contract. - The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	- Executive Order 13658 generally applies to the contract. - The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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

Modification Number Publication Date

0 01/07/2022
1 02/25/2022

ELEC0915-004 12/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 31.69	41%+\$0.35

* SUFL2013-020 08/19/2013

	Rates	Fringes
CARPENTER.....	\$ 16.68	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 15.50	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 14.69 **	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman).....	\$ 11.94 **	4.02
INSTALLER - GUARDRAIL.....	\$ 12.94 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48 **	0.00
IRONWORKER, REINFORCING.....	\$ 15.38	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist).....	\$ 11.94 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.05 **	0.00
LABORER: Common or General.....	\$ 10.70 **	0.00
LABORER: Flagger.....	\$ 13.09 **	0.00
LABORER: Grade Checker.....	\$ 14.66 **	0.00
LABORER: Landscape & Irrigation.....	\$ 11.04 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.58 **	0.00
LABORER: Pipelayer.....	\$ 13.46 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.07	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.91 **	0.00
OPERATOR: Bulldozer.....	\$ 14.98 **	0.00

OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Crane.....	\$ 22.04	0.00
OPERATOR: Curb Machine.....	\$ 18.45	0.00
OPERATOR: Drill.....	\$ 13.04 **	0.00
OPERATOR: Forklift.....	\$ 10.43 **	0.00
OPERATOR: Gradall.....	\$ 14.71 **	0.00
OPERATOR: Grader/Blade.....	\$ 18.56	0.00
OPERATOR: Loader.....	\$ 13.72 **	0.00
OPERATOR: Mechanic.....	\$ 17.52	0.00
OPERATOR: Milling Machine.....	\$ 18.56	0.00
OPERATOR: Oiler.....	\$ 16.67	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.19 **	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 15.97	0.00
OPERATOR: Roller.....	\$ 12.75 **	0.00
OPERATOR: Scraper.....	\$ 12.21 **	0.00
OPERATOR: Screed.....	\$ 14.87 **	0.00
OPERATOR: Tractor.....	\$ 13.41 **	0.00
OPERATOR: Trencher.....	\$ 14.25 **	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation.....	\$ 15.93	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.09 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 16.25	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.57 **	0.00

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

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** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$15.00) or 13658

(\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISIO"

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Scott Modesitt, President
Summit Professionals, Inc.
PO Box 7800
Brandon, FL 33508-6021
(813) 685-4585
scottm@summitpros.com

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



**ACKNOWLEDGMENT OF OFFICER TO EXECUTE BID
ON BEHALF OF A CORPORATION**

State of _____.

County of _____.

On this ____ day of _____ 20____, before me personally came and appeared _____, to me known, who, being by me duly sworn, did depose and say that Affiant resides at _____ that Affiant is the _____ of _____, the corporation described in and which executed the foregoing Bid Proposal; that Affiant knows the seal of said corporation, that one of the impressions affixed to said instrument is an impression of such seal; that Affiant is the proper official of said corporation designated to execute such instrument, that Affiant has authority to do so, that Affiant executed same for and in behalf of said corporation, and that Affiant's act is the act and deed of said corporation.

Witness my hand and official notarial seal at _____, the day and year above written.

(Notary Public)

My commission expires: _____ (seal)