



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

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

[Procurement@MarionFL.org](mailto:Procurement@MarionFL.org) (general e-mailbox)

**BID: 25B-039: Deer Creek and Woods & Meadows Water Treatment Plant  
Decommissioning**

**LAST DAY FOR QUESTIONS:** November 26, 2024, 12:00PM

**DUE DATE:** December 4, 2024, 3:30PM

**PROJECT DURATION:** 60 Calendar days to substantial completion + 30 Calendar days to final completion

**BUDGET:** \$100,000

**SUMMARY OF SCOPE:** Marion County is soliciting fully licensed and qualified firms to submit bids for the WTPs ABANDONMENT project. The project is located in the southwest quadrant of Marion County, Florida.

**NON-MANDATORY PRE-BID:** November 7, 2024 9:00 AM **LOCATION:** Deer Creek: 8548 SW 67th Terr., Ocala, FL 34476 | Woods & Meadows: 7320 SW 103rd Lane, Ocala, FL 34476

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

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

For questions relating to this bid, contact: Lordd Sheffield | [lordd.sheffield@marionfl.org](mailto:lordd.sheffield@marionfl.org)

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

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

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Primary E-mail address (required): \_\_\_\_\_

Secondary E-mail address (required): \_\_\_\_\_

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

Mailing Address (if different): \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ FEIN: \_\_\_\_\_

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

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

**SIGNATURE OF AUTHORIZED REPRESENTATIVE** \_\_\_\_\_

**DATE SUBMITTED** \_\_\_\_\_

*This document must be completed and returned with your Submittal*

# BID 25B-039 - Deer Creek and Woods & Meadows Water Treatment Plant Decommissioning

## TABLE OF CONTENTS

Marion County Cover Sheet for Invitation to Bid.....	Page 1
Table of Contents.....	Page 2
Part 1 – Scope of Work.....	Pages 3-11
Appendix A – Measurement and Payment.....	Pages 12-16
Appendix B - Supplemental Specifications.....	Pages 17-66
Bid Form.....	Pages 67-68
Required Documents/Forms..... (Additional documents not included in this section may be required)	Pages 69-73
Part 2 – Intent & General Information.....	Pages 74-78
Part 3 – General Conditions.....	Pages 79-85

### ON-SITE PRE BID MEETINGS:

**Deer Creek: 8548 SW 67th Terr., Ocala, FL 34476**

**Woods & Meadows: 7320 SW 103rd Lane, Ocala, FL 34476**

The first pre bid meeting will take place at Deer Creek at 9am. Directly following that pre bid we will drive to Woods & Meadows location for the second pre bid meeting.

### MICROSOFT TEAMS BID OPENING INSTRUCTIONS:

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**Microsoft Teams** [Need help?](#)

**[Join the meeting now](#)**

Meeting ID: 279 445 864 315

Passcode: fjoURm

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For organizers: [Meeting options](#)

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# **BID 25B-039**

## **Deer Creek and Woods & Meadows Water Treatment Plant Decommissioning**

### **PART 1 - SCOPE OF WORK**

#### **1. SCOPE OF WORK**

##### **1.1. DESCRIPTION**

Marion County is soliciting fully licensed and qualified firms to submit bids for the **WTPs ABANDONMENT** project. The project is located in the southwest quadrant of Marion County, Florida. The successful bidder will be responsible for all permits unless stated otherwise within this document and must be licensed by Marion County and State of Florida to perform such work. Project Manager for this project is James Barber of the Marion County Utilities Department, Construction Manager for this project is Alejandro Rad, and the Project Engineer of Record (EOR) for this project is Chuck A. Pigeon, P.E. of Ardurra Group, Inc. Successful bidder must possess a County-Issued Competency Card registration as well as a Demolition License and must submit a copy of such license upon award of bid. All local codes and State of Florida ADA Code will apply. All work must be done by experienced trades.

##### **1.2. GENERAL**

1.2.1. The work included in this section is hereby defined as furnishing all labor, equipment and materials, and in performing all operations and procedures necessary for the demolition of water treatment plants, and any other work in accordance with the specifications itemized below and the following documents:

- 1.2.1.1. Part 1 – Scope of Work
- 1.2.1.2. Part 2 - Bid Form
- 1.2.1.3. Appendix A – Measurement and Payment
- 1.2.1.4. Appendix B - Supplemental Specifications
  - 1.2.1.4.1. Supplemental Plans and Details
    - 1.2.1.4.1.1. Deer Creek WTP Decommissioning Information Packet
    - 1.2.1.4.1.2. Woods and Meadows WTP Decommissioning Information Packet
    - 1.2.1.4.1.3. 02050 – Demolition and Removal
    - 1.2.1.4.1.4. 02673 – Well Construction and Abandonment
    - 1.2.1.4.1.5. Sample Form - LEG-R.040.01 Well Permit Application Form
    - 1.2.1.4.1.6. Sample Form – LEG-R.005.02 Well Completion Report
- 1.2.1.5. Part 3 – Intent and General Information
- 1.2.1.6. Part 4 – General Conditions

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

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

### **1.3. SPECIFIC SCOPE OF WORK**

- 1.3.1. The list of activities shall include but not be limited to:
  - 1.3.1.1. Abandonment of Water Treatment Plant as per specifications;
  - 1.3.1.2. Removal of equipment, structures and piping per specifications;
  - 1.3.1.3. Plugging of wells per specifications;
  - 1.3.1.4. Capping of watermain in Right of Way as per the specifications;
  - 1.3.1.5. Geotechnical Reports as required by the specifications;
  - 1.3.1.6. As-Built;
    - 1.3.1.6.1. All caps and plugs. As-Built shall indicate the distance from each cap and/or plug to the nearest valve and edge of pavement.
    - 1.3.1.6.2. Backfill, re-grade, and sod all disturbed areas in right-of-way. Backfill, regrade and seed and mulch all disturbed areas on WTP property.
  - 1.3.1.7. Restoration of concrete and asphalt should any damage occur.

### **1.4. GOVERNING SPECIFICATIONS**

- 1.4.1. All improvements shall be made in accordance with the Marion County Land Development Code, as amended and augmented by these specifications.
- 1.4.2. The CONTRACTOR is directed to the fact that the specifications are provided for reference. It is the CONTRACTOR'S responsibility to verify all field conditions prior to initiating work.

### **1.5. SUBMITTALS**

- 1.5.1. Prior to ordering the materials, CONTRACTOR shall submit to the ENGINEER the manufacturer's most current catalogue sheets and performance specifications for associated appurtenances proposed for use on this project. Any material requiring a submittal that is purchased by the CONTRACTOR prior to receiving the ENGINEER'S approval of that material is at the CONTRACTOR'S own risk.
- 1.5.2. Contractor shall provide one (1) electronic copy in PDF format. Any materials acquired or installed by the CONTRACTOR prior to approval by the ENGINEER, does so at the CONTRACTOR'S sole risk.

### **1.6. DAILY REPORTS**

- 1.6.1. The Contractor shall submit daily reports of construction activities and total amount of materials installed. The report shall include the following:
  - 1.6.1.1. Manpower, number of workers by craft.
  - 1.6.1.2. Equipment on the project.
  - 1.6.1.3. Major deliveries.
  - 1.6.1.4. Activities work.
  - 1.6.1.5. New problems.
  - 1.6.1.6. Material installed and other pertinent information.

1.6.2. A similar report shall be submitted for/by each subcontractor.

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

## **1.7. PROGRESS SCHEDULES**

1.7.1. All work of this Contract shall be scheduled and monitored by the Contractor using the Critical Path Method (CPM). The Contractor shall prepare the schedule for the project a minimum of two (2) weeks before starting any work and shall submit an updated schedule with each monthly pay request. The Contractor will prepare revisions of the schedule to reflect changes in the Contractor's plan of performance or changes in the Work and submit these revisions to the Construction Manager for acceptance.

1.7.2. The Contractor shall prepare schedules as a time scale logic diagram and bar chart unless otherwise approved by the Construction Manager. Each major and minor portion of work or operation shall be clearly identified and tied by logical sequence to the shop drawing schedule and schedule of values. All schedules shall be prepared and submitted on 11-inch-by-17-inch paper.

### **1.7.3. Schedule Content**

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

### **1.7.4. Revisions to Schedules**

1.7.4.1. The Contractor shall indicate the progress of each activity to the date of submittal and the projected completion date of each activity. Revised schedules shall identify activities modified since previous submittal, major changes in scope, and other identifiable changes. The Contractor shall also provide a narrative report to define problem areas, anticipated delays, and impact on schedule. The Contractor shall also report corrective action taken or proposed and its effect, including the effect of schedule changes on other contractors.

1.7.4.2. The Contractor acknowledges that free float belongs to the Owner. Free float is the length of time that any activity can be delayed without adversely affecting the start of the activity scheduled to follow immediately after.

### **1.7.5. Recovery Schedule**

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

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

## **1.8. PROGRESS MEETINGS**

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

## **1.9. WORK HOURS**

1.9.1. Regular work hours are hereby defined as 7:30 AM to 4:30 PM, Monday through Friday. Regular work hours do not include Saturday, Sunday, or other Marion County Holidays.

1.9.2. CONTRACTOR shall limit all work to the regular work hours specified above. Any deviation from these regular work hours requires prior written approval from the ENGINEER. If CONTRACTOR is granted permission to work at times other than regular work hours, **CONTRACTOR shall be responsible for paying for the OWNER'S, INSPECTORS' and ENGINEER'S time expended on the project during that time period for the inspections and oversight.**

## **1.10. MOBILIZATION/DEMOBILIZATION**

1.10.1. Mobilization shall include moving equipment and materials to the Project Site, providing temporary construction electrical power and water supply, installing sanitary facilities for workers, providing a full-time superintendent at the Project Site, providing required submittals, establishing a fire protection and safety plan, providing a detailed Critical Path Method schedule to the ENGINEER for approval, and posting of OSHA, Department of Labor, and all other required notices.

1.10.2. CONTRACTOR shall video all areas where construction will occur noting the condition of existing features in the work areas. CONTRACTOR shall provide a copy to the ENGINEER prior to commencement of work. Video quality shall be sufficient to see details of the existing features. Any video that is out of focus or otherwise unclear shall be reshot at the CONTRACTOR'S expense prior to any construction activities in the area.

1.10.3. CONTRACTOR shall lay out only the quantity of materials at the work locations that can be installed during that workday. No materials or equipment shall be left at a work location after completion of the workday; such items must be stored during non-work hours at the designated stockpile locations.

1.10.4. Upon completion of the work, CONTRACTOR shall demobilize in a timely manner, properly restore all work sites in accordance with these specifications, and remove from the Project Site all equipment, materials, dirt, debris, and other items generated by the CONTRACTOR during

the project. Waste materials shall be disposed of off the Project Site at a duly licensed solid waste disposal facility. The CONTRACTOR shall arrange with the appropriate utility for the proper disconnect and service termination for temporary water and electrical supplies.

#### **1.11. RECORDING**

1.11.1. The Contractor shall record construction information:

- 1.11.1.1. Record and update daily Record information from field notes to the satisfaction of the Engineer.
- 1.11.1.2. Provide felt tip marking pens, maintaining separate colors for each major system, for recording information.
- 1.11.1.3. Record information concurrently (daily) with construction progress. Work shall not be concealed until required information is recorded.

#### **1.12. PERMITS, LICENSES, AND FEES**

- 1.12.1. CONTRACTOR is responsible for determining the required permits unless otherwise noted and licenses for prosecution of the work and for obtaining them in a timely manner so that the work proceeds in accordance with the project schedule. The COUNTY MCTD ROW Permit to perform work in the right-of-way. The STATE OF FLORIDA ABANDON WELL Permit.
- 1.12.2. CONTRACTOR will be required to coordinate with the County ROW Inspector to schedule an initial ROW inspection as construction begins and a final inspection once all construction is complete and ROW has been restored. If the ROW Inspector disapproves the final ROW inspection, CONTRACTOR is responsible for paying any and all re-inspection fees.
- 1.12.3. CONTRACTOR will be required to provide all the documents necessary for final MCTD ROW inspection approval, including but not limited to successful geotechnical test reports.
- 1.12.4. CONTRACTOR is responsible for paying all license application and permit fees as applicable and posting all necessary notices required by permits and licenses.

#### **1.13. TRAFFIC**

- 1.13.1. CONTRACTOR's vehicles (including personal vehicles of its workers) shall obey all posted speed limits and traffic signs while traversing the Project Site.
- 1.13.2. Under no circumstances shall CONTRACTOR's vehicles (including personal vehicles of its workers), equipment or materials be parked or located in such a manner that blocks or impairs the flow of vehicular or pedestrian traffic on active roads and driveways.
- 1.13.3. CONTRACTOR is responsible for maintaining vehicular and pedestrian traffic control as per the latest version of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

#### **1.14. EXISTING PIPE LOCATION**

1.14.1. CONTRACTOR shall contact Sunshine One Call to request locates of existing utilities prior to initiating any work in a particular area. CONTRACTOR shall be responsible for locating specific pipes as required to complete the work.

#### **1.15. PROTECTION OF UTILITIES**

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

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

1.15.3. CONTRACTOR shall keep existing water distribution system online at all times except as required for scoped work and as approved by COUNTY.

#### **1.16. EXCAVATION**

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

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

1.16.3. When rock, boulders, clay, or other unsuitable materials are encountered in the trench bottom they shall be removed to a depth of at least twelve inches (12") below the new piping and any other appurtenances pursuant to this work.

1.16.4. The CONTRACTOR is responsible for the protection of all pavements and improvements within the work area. All damage to pavement and improvements shall be repaired at the CONTRACTOR'S own expense.

1.16.5. Excavations shall be kept free of water, including rain and runoff, while tubing/pipe is being installed in the excavation. The ends of tubing/pipe shall be kept properly plugged during installation to ensure that the tubing does not accumulate water, dirt, or other debris. All lines shall be flushed prior to placement into service.

#### **1.17. MATERIALS**

1.17.1. Refer to the general notes on the specifications, AWWA standards, FAC standards, and the Land Development Code for material and performance specifications.

1.17.2. Pipes shall be homogeneous throughout; free from voids, cracks, inclusions, and other defects and shall be as uniform as is commercially practical in color, opacity, density, and other physical properties. Surfaces of the tubing shall be free from scratches, gouges, bloom, and other imperfections. Insides of tubing shall be kept free of dirt.



1.17.3. The OWNER reserves the right to sample and test any piping after delivery and to reject all piping represented by any sample that fails to comply with specified requirements. All pipes, fittings, and other ancillary materials shall be subject to inspection and approval by the ENGINEER after delivery. No broken, cracked, imperfectly coated, or otherwise damaged or unsatisfactory material shall be used. When any defect is discovered, the defective portion shall not be installed. Defective tubing shall have the defect cut off at least twelve inches (12") from the defect in the non-defective section of the barrel.

#### **1.18. WATERMAIN CAP**

1.18.1. Excavations shall be kept free of water, including rain and runoff, while piping is being installed in the excavation. The ends of piping shall be kept properly plugged during installation to ensure that the piping does not accumulate water, dirt, or other debris.

#### **1.19. GRADING, SODDING, AND SEED AND MULCH**

1.19.1. After completion of the work including but not limited to successful tests, CONTRACTOR shall fill all trenches, cuts and other excavations with clean soil backfill. Backfill shall be free of rocks, clay, vegetative matter, trash, and debris and shall be compacted to form a stable surface level with the surrounding grade. Backfilled areas shall be compacted and graded manually (e.g. hand raking) so that the finish grade is restored to its pre-construction condition. Depressions, holes, voids, mounds, and cracks shall be removed so that the finished grade matches the surrounding, undisturbed grade.

1.19.2. Once the proper grade is achieved, CONTRACTOR shall place sod over all graded and restored disturbed areas in the right-of-way. Sod type shall be Bahia and generally match the type surrounding the grading area on undisturbed areas and shall completely cover surfaces disturbed by the CONTRACTOR'S work. Sod shall meet the FDOT Standard Specifications for Road and Bridge Construction (Section 570, latest edition).

1.19.3. Seed and Mulch shall be placed over graded and restored disturbed areas on WTP property. Use straw or hay mulch material that consists of certified weed free straw or hay. Seed type shall include Bahia with a mixture of summer rye and shall completely cover surfaces disturbed by the CONTRACTOR'S work. Seed and mulch shall meet the FDOT Standard Specifications for Road and Bridge Construction (Section 570, latest edition).

1.19.4. Topsoil shall be loosened or scarified to sufficient depth so that sod root zone easily penetrates the topsoil. Sod sections shall be placed so that edges are in close contact and manually compacted in place so that the root zone completely penetrates the substrate topsoil. After proper placement of sod, seed & mulch, CONTRACTOR shall be responsible for watering the sod daily (Monday through Friday, holidays excluded) for a period of not less than thirty (30) working days.

#### **1.20. CLEAN-UP AND WASTE DISPOSAL**

1.20.1. During construction, CONTRACTOR shall perform daily cleaning of the work site(s) and adjacent properties and remove waste materials and windblown debris resulting from its construction operations or its worker's personal activities. No excavations shall be left open overnight without prior approval of the ENGINEER and COUNTY.

- 1.20.2. CONTRACTOR shall perform complete restoration of each work area within thirty (30) calendar days from completion of major installation work. The CONTRACTOR may be subject to liquidated damages for any work areas not restored within these prescribed times.
- 1.20.3. CONTRACTOR shall provide on-site container(s) for the collection and storage of waste materials, debris, and rubbish. On-site container(s) shall be located at designated temporary building and material stockpile area(s).
- 1.20.4. CONTRACTOR shall remove waste materials, debris, and rubbish from on-site container(s) as needed and dispose of it off the Project Site at a duly licensed solid waste disposal facility. CONTRACTOR shall provide hauling and disposal ticket(s) to ENGINEER and COUNTY prior to project final inspection.
- 1.20.5. Prior to final completion, CONTRACTOR shall conduct an inspection of all work areas (including the temporary building(s) and material stockpile area(s)) to verify that those areas are clean and free of trash, rubbish, and debris.

#### **1.21. BASIS OF PAYMENT FOR SERVICES**

- 1.21.1. The contractor should submit by the end of each month an invoice in the AIA format broken out in the same line items and sub items that have been defined in the Bid Form and Appendix A of the Contract Documents.
- 1.21.2. For compensation specifications, see Appendix A – Measurement and Payment.
- 1.21.3. Ten (10) percent of the cost of each invoice will be withheld until final completion of the project. At the 50% completion mark, and only if the contractor is on schedule, and within budget, retainage may be reduced to 5%. **CONTRACTOR SHALL PROVIDE THE COUNTY WITH FINAL RELEASES OF LIEN (CERTIFIED ORIGINALS) FROM ALL SUBCONTRACTORS AND SUPPLIERS WHEN SUBMITTING THEIR FINAL INVOICE. FAILURE TO PROVIDE THE FINAL RELEASE OF LIEN WILL DELAY PAYMENT OF THE FINAL INVOICE.**

#### **1.22. WARRANTIES**

- 1.22.1. CONTRACTOR shall provide Marion County with a one (1) year warranty for all portions of the project. The one (1) year warranty shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components by the manufacturer.
- 1.22.2. When not specifically identified in the above language, the warranty shall commence upon release of final retainage.
- 1.22.3. Marion County shall incur no labor, material or equipment cost during the one (1) year warranty period for the repair of any work completed by the CONTRACTOR.

#### **1.23. TIMELINES**

- 1.23.1. All work will commence upon authorization from the County's Representative. All work will proceed in a timely manner without delays. The Contractor shall commence the work upon the

issuance of Notice to Proceed from Procurement Services shall complete pre-construction activities within Sixty (60) calendar days. Following pre-construction activities Contractor shall achieve Substantial Completion of the work no later than Sixty (60) calendar days. An additional Thirty (30) days shall be allowed for Final Completion.

1.23.2. Pre-construction activities shall include shop drawing submittals, equipment and material procurement, and obtaining all required permits.

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

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

#### **1.24. LIQUIDATED DAMAGES**

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

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

#### **1.25. STANDARD AND SAFETY EQUIPMENT**

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

#### **1.26. TAXES AND FEES**

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

## APPENDIX A

### MEASUREMENT AND PAYMENT

#### SECTION 1 – GENERAL

##### 1.01 SECTION INCLUDES

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

##### 1.02 RELATED SECTIONS

- A. Part 1, Scope of Work
- B. Part 2, Bid Form

- 1.03 The Contract Documents set forth intend that the Contractor be responsible for determining the means, methods, and quantities of all work which may be required for the completion of the project. The bid items listed on the bid breakdown are for comparison of the bids and may be used as a method of determining the value of work performed for partial payment requests.
- 1.04 Work not specifically covered by the Contract Bid Schedules but necessary for the completion of the work as described in the Contract Documents will be deemed to be otherwise included in the Contractor's unit prices. No additional payment to the Contractor will be made for items not specifically listed on the Contract Bid Schedules.
- 1.05 The Contractor shall assume all risks in determining the quantities of each bid break down and for including as a part of the prices the appropriate percentage to cover all Contractor's overhead and profit, equipment rental and maintenance, and all other costs not specifically described on the Contract Bid Schedule but necessary to carry out the work as required by the Contract Documents. When totaled together, the totals for each item of the Contract Bid Schedules shall be the total contract price for the work of this Contract. No other payments will be made to the Contractor except as specifically authorized by change order.
- 1.06 Each unit or lump sum price stated on the Bid Form shall constitute full compensation as herein specified for each item of work completed in accordance with the drawings and specifications.
- 1.07 Under the price specified to be paid for each item, the Contractor shall furnish all materials and equipment, furnish all labor, and do all operations necessary to complete all work specified or shown. All supervision, overhead items, protection, and precautions and all other costs incidental to the construction work completed and as specified are included.
- 1.08 A complete, finished, working job, as intended by the general nature of these specifications, shall be produced whether or not any particular wording or direction is omitted or inadvertently not clearly stated.

- 1.09 Measurement for payment shall be by the Owner, except where noted elsewhere in this specification. Measurement for partial payment for lump sum items shall be on the basis of percentage of work complete and in place unless otherwise noted in descriptions for the items. Measurement for final payment shall be on the basis of the specified item, in-place, tested and accepted by the Owner or his representative, plus all incidental and supporting requirements fulfilled for the individual item and the project in total.
- 1.10 The prices for those items which involve excavation shall include compensation for disposal of surplus excavated material and handling water.
- 1.11 The prices of all pipe items shall constitute full compensation for furnishing, laying, jointing, and satisfactory testing of pipe; excavation and backfill, satisfactory density testing of backfill; all site restoration including sod and cleanup.
- 1.12 Partial Payment for items shall be understood to include percentage of item completed less standard retainage whether stated or not.

## SECTION 2 – MEASUREMENT AND PAYMENT

### 2.01 MOBILIZATION & DEMOBILIZATION – BID ITEM NO. 1.01

- A. Description: Shall be paid for lump sum and consist of preparatory work and operation for beginning work on this project, including the pre-construction video and periodic digital photography. Work includes labor, equipment and materials necessary to complete the work and not covered by a specific pay item, as outlined in the contract documents. Also included is cost indemnity for Owner and Engineer and obtaining all licenses not obtained by the Owner. **Lump sum amount shall not exceed 5% of the sum of the unit price pay items.**
- B. Measurement: The quantity for mobilization and demobilization shall be measured as one lump sum quantity. Partial payments will be prorated throughout the duration of construction of this Project in direct proportion to the percent of completion of the work, as determined by ENGINEER with consideration for the ratio of the payment requested to the total contract price.
- C. Payment: This Item shall be paid for at the contract lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

### 2.02 INSURANCE AND PERMITS – BID ITEM NO. 1.02

- A. Description: The work specified in this item consists of all necessary insurance and permit fees and work required to obtain permits as outlined in the contract documents.
- B. Measurement: The quantity for insurance and permits shall be measured as one lump sum quantity.

- C. Payment: This Item shall be paid for at the contract lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

#### 2.03 PAYMENT AND PERFORMANCE BOND – BID ITEM NO. 1.03

- A. Description: The work specified in this item consists of providing payment and performance bond(s) as outlined in the contract documents.
- B. Measurement: The quantity for payment and performance bond shall be measured as one lump sum quantity.
- C. Payment: This Item shall be paid for at the contract lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

#### 2.04 GENERAL RESTORATION (BOTH SITES) – BID ITEM NO. 1.04

- A. Description: This bid item describes measurement and payment for complete site restoration for all areas disturbed by the contractor during construction. Items include miscellaneous concrete and asphalt, signage, mailboxes, fences, landscaping, materials, labor, tools, and equipment required to complete the restoration of the site.
- B. Measurement: The quantity for general restoration shall be measured as one lump sum quantity.
- C. Payment: This Item shall be paid for at the contract lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

#### 2.05 MAINTENANCE OF TRAFFIC (BOTH SITES) – BID ITEM NO. 1.05

- A. Description: The work specified in this Item consists of maintaining traffic within the limits of the project for the duration of the construction period including any temporary suspensions of the work. It shall include the construction and maintenance of any necessary detour facilities; including pedestrian MOT; the preparation of maintenance of traffic plans prepared; the providing of necessary facilities for access to residences, businesses, sidewalks etc. along the project; the furnishing, installing and maintaining of traffic control and safety devices during construction, the control of dust, and any other special requirements for safe and expeditious movement of traffic and pedestrians as may be called for on the plans or required by Marion County Engineering instruction. The term, maintenance of traffic, as used herein, shall include all of such facilities, devices and operations as are required for the safety and convenience of the public as well as for minimizing public nuisance, all as specified in this Section.
- B. Measurement: The quantity of maintenance of traffic is to be paid for under this Item shall be measured as one lump sum quantity. Partial payments will be prorated throughout the duration of construction of this Project in direct proportion to the percent completion of the work, as determined by the MCUD Construction Representative.

- C. Payment: This Item shall be paid for at the contract lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

#### 2.06 GRASSING (BOTH SITES) – BID ITEM NO. 1.06

- A. Description: The Contractor shall furnish and place sod and seed and mulch as shown in the specifications and in accordance with the FDOT Standard Specifications for Road and Bridge Construction to restore all disturbed areas in the right-of-way and the property. The contract unit price shall cover all costs of labor, equipment, materials, fertilization, watering, and maintenance until accepted by the Owner.
- B. Measurement: The quantity of Grassing is to be paid for under this Item shall be measured as one lump sum quantity.
- C. Payment: Payment for Grassing will be paid for at the contract lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein. Partial payments for grassing shall be no more than 75% until 30 days maintenance is completed or the time of Substantial Completion.

#### 2.07 SITEWORK / GRADING (BOTH SITES) – BID ITEM NO. 1.07

- A. Description: The work specified in this Item consists of sitework and grading within the limits of the project for the duration of the construction period including any temporary suspensions of the work. It shall include the construction and maintenance of the sitework, bringing the final work to proper grade matching existing grades.
- B. Measurement: The quantity of sitework/grading to be paid for under this Item shall be measured as one lump sum quantity. Partial payments will be prorated throughout the duration of construction of this Project in direct proportion to the percent completion of the work, as determined by the MCUD Construction Representative.
- C. Payment: This Item shall be paid for at the contract lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

#### 2.08 WATER MAIN CAPPING - BID ITEM NO. 1.08 & 1.09

- A. Description: The Contractor shall locate the existing watermain connection and install a ductile iron cap on the watermain feeding the WTP with thrust restraint. The work includes all utility locate work, excavation, backfill, compaction, materials, shut down of main, removal of drained water, miscellaneous concrete, removal of existing unused piping, and testing.
- B. Measurement: The quantity of Water Main Capping to be paid for under this Item shall be measured as one lump sum quantity for each watermain capped.

- C. Payment: This Item shall be paid for at the contract lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.09 REMOVE WTP - BID ITEM NO. 1.10 & 1.11

- A. Description: The Contractor shall conduct all demolition and removal of the subject water treatment plant(s). Work includes coordination with power company and disconnection of electrical service, removal of all existing equipment, piping, structures, fencing and other appurtenances for the complete removal of the existing Water Treatment Plant. The work includes all excavation, backfill, compaction, materials removal, loading, hauling and disposal of materials, and work incidental thereto.
- B. Measurement: The quantity of Remove WTP to be paid for under this Item shall be measured as one lump sum quantity for each WTP removed.
- C. Payment: This Item shall be paid for at the contract lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.10 ABANDON WTP WELL – BID ITEM NO. 1.12 & 1.13

- A. Description: The Contractor shall abandon each well at the WTP in accordance with the specifications, Water Management District rules and State of Florida requirements. The work includes all well abandonment permitting, excavation and backfill, materials and well grouting, completion reports, well head location cleanup, restoration and work incidental thereto.
- B. Measurement: The quantity of Abandon WTP Well to be paid for under this Item shall be measured as one each quantity for each WTP well abandoned. The estimated well depths and casing sizes are provided in description of the Part 2 Bid Form line item.
- C. Payment: This Item shall be paid for at the contract price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

END OF APPENDIX A



**APPENDIX B - SUPPLEMENTAL SPECIFICATONS  
FOR  
DEER CREEK WTP DECOMMISSIONING  
and  
WOODS & MEADOWS WTP DECOMMISSIONING**

**IN  
MARION COUNTY, FLORIDA**

**PREPARED FOR:  
Marion County Utilities  
11800 SE US Hwy 441  
Bellevue, Florida 34420**

**DATE: September 16, 2024  
Prepared By:**



**925 S.E. 17<sup>th</sup> Street, Suite A  
Ocala, FL 34471  
Ph 352-861-7799 • Fax 352-861-7709  
Project No. 208.82**

Chuck A. Pigeon, P.E., State of Florida, Professional Engineer, License No. 37338. This item has been digitally signed and sealed by Chuck A. Pigeon on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

10/18/2024

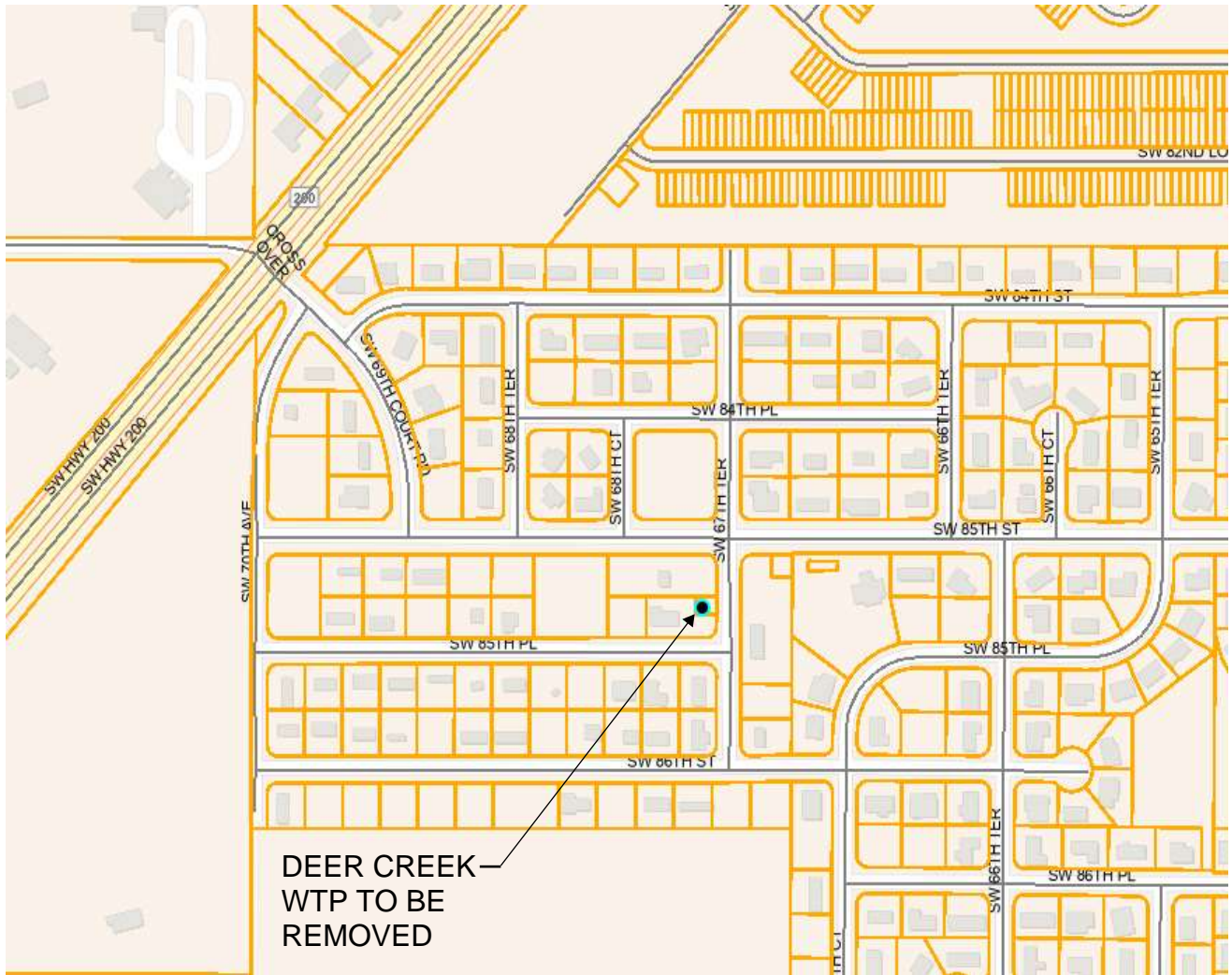
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Chuck A. Pigeon, P.E. NO. 37338

## Table of Contents

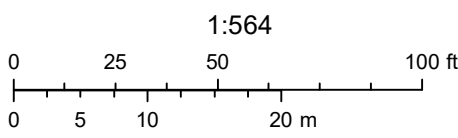
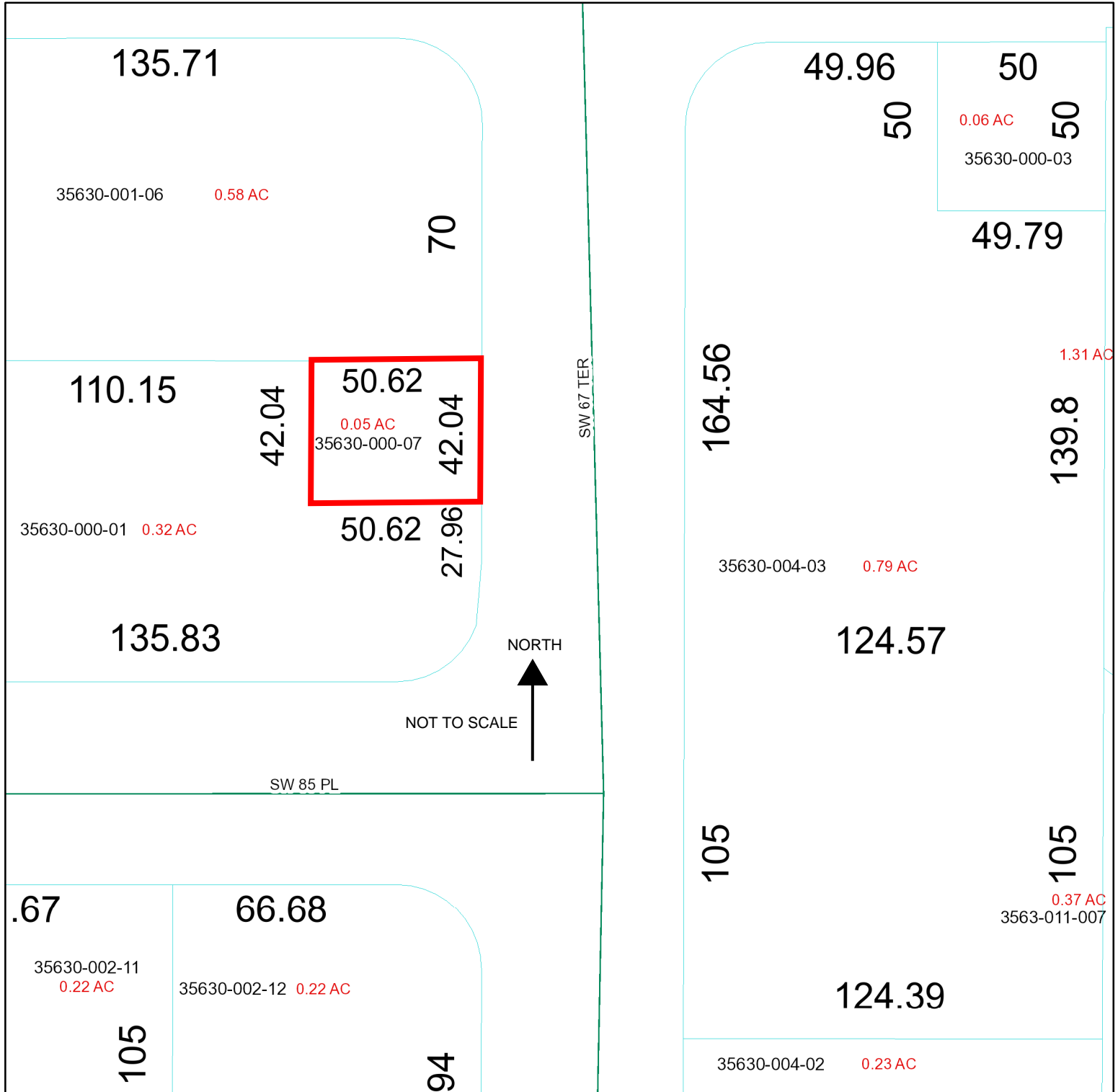
- Supplemental Plans and Details
  - Deer Creek WTP Decommissioning Information Packet
    - Location Map
    - Site Property Appraiser Map
    - Site Aerial & Location Map
    - Site Google Aerial (2021)
    - Photographs
    - Plans
    - Details
    - Deer Creek WTP Construction Permit
  - Woods and Meadows WTP Decommissioning Information Packet
    - Location Map
    - Site Property Appraiser Map
    - Site Aerial & Location Map
    - Site Google Aerial (2012)
    - Photographs
    - Plans
    - Details
    - Woods and Meadows WTP Well Completion Reports
- 02050                      Demolition and Removal
- 02673                      Well Construction and Abandonment
- Sample Form:            LEG-R.040.01 Well Permit Application
- Sample Form:            LEG-R.005.02 Well Completion Report

DEER CREEK WATER TREATMENT PLANT DECOMMISSIONING



PARCEL ID # 35630-000-07

8548 SW 67TH TERRACE, OCALA, FLORIDA 34476



**DEER CREEK WTP**

Streets  
Acres  
Parcel ID

9/16/2024

Marion County Property Appraiser  
Marion County, FL

**DISCLAIMER:** This is a work in progress. This application was compiled by the Marion County Property Appraiser's Office solely for the governmental purpose of property assessment. These are NOT surveys. Our goal is to provide the most accurate data available, however, no warranties, expressed or implied are provided with this data, its use, or interpretation. All information subject to change without notice. Use at your own risk.

# DEER CREEK WATER TREATMENT PLANT AERIAL & LOCATION MAP



NORTH





NOT TO SCALE

# Deer Creek WTP

Parcel ID 35630-000-07

## Legend

 8568 SW 67th Terrace

 8568 SW 67th Terrace



# DEER CREEK WTP



# DEER CREEK WTP



Existing Tank  
to be removed

Existing Building  
to be removed

Existing Well to  
be abandoned

Existing Fence  
to be removed

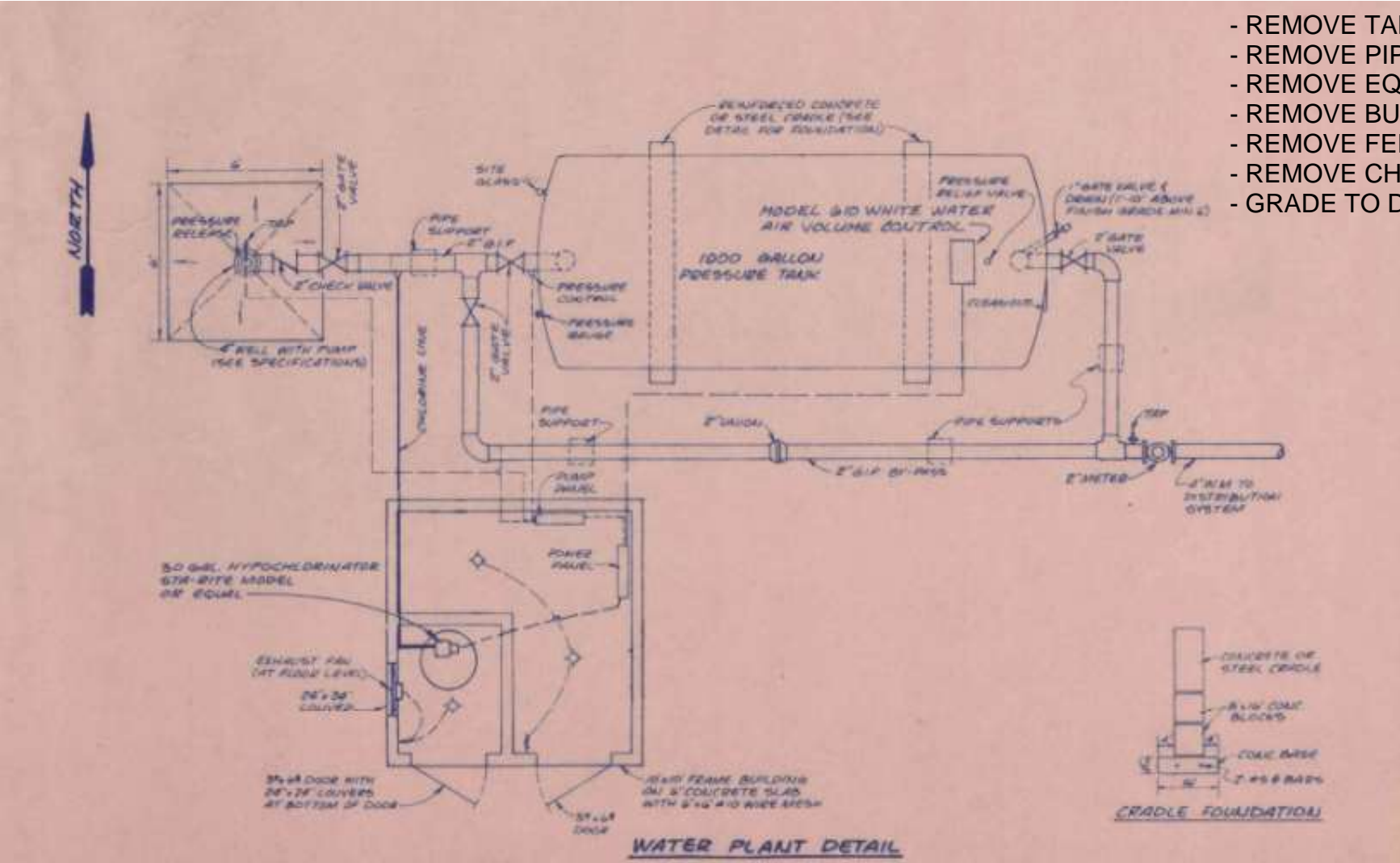


DEER CREEK WTP PWS 6424653 8548 SW 67<sup>TH</sup> TERRACE

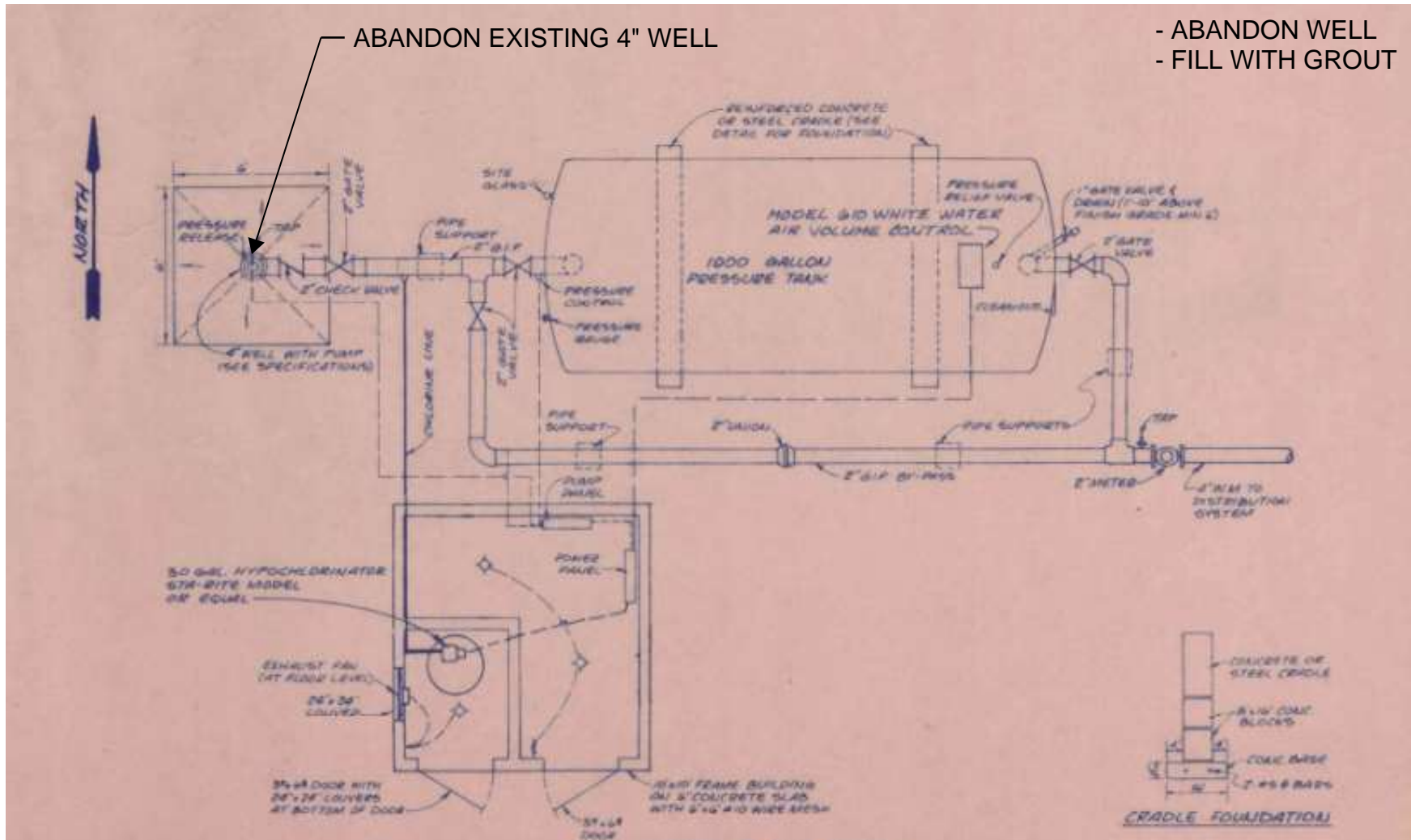


EXISTING WATER TREATMENT PLANT CONFIGURATION TO BE REMOVED

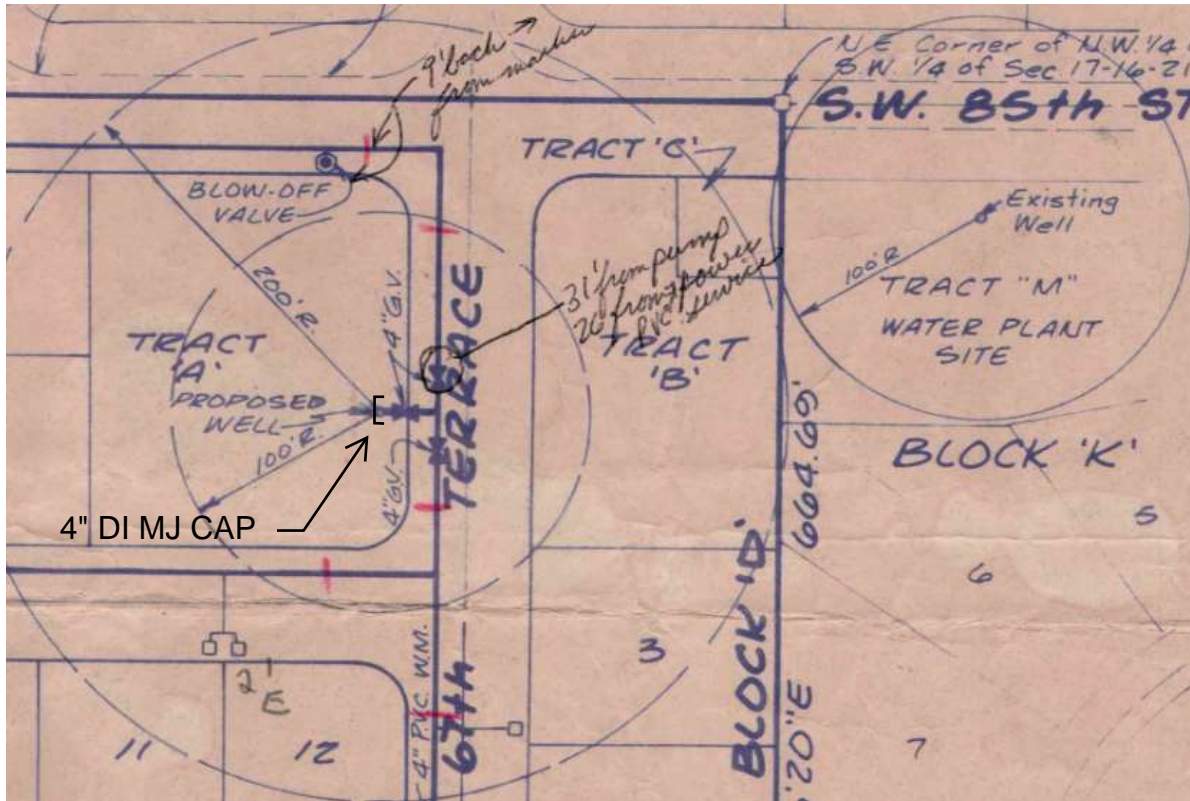
- REMOVE TANK
- REMOVE PIPING
- REMOVE EQUIPMENT
- REMOVE BUILDING
- REMOVE FENCING
- REMOVE CHEMICALS
- GRADE TO DRAIN



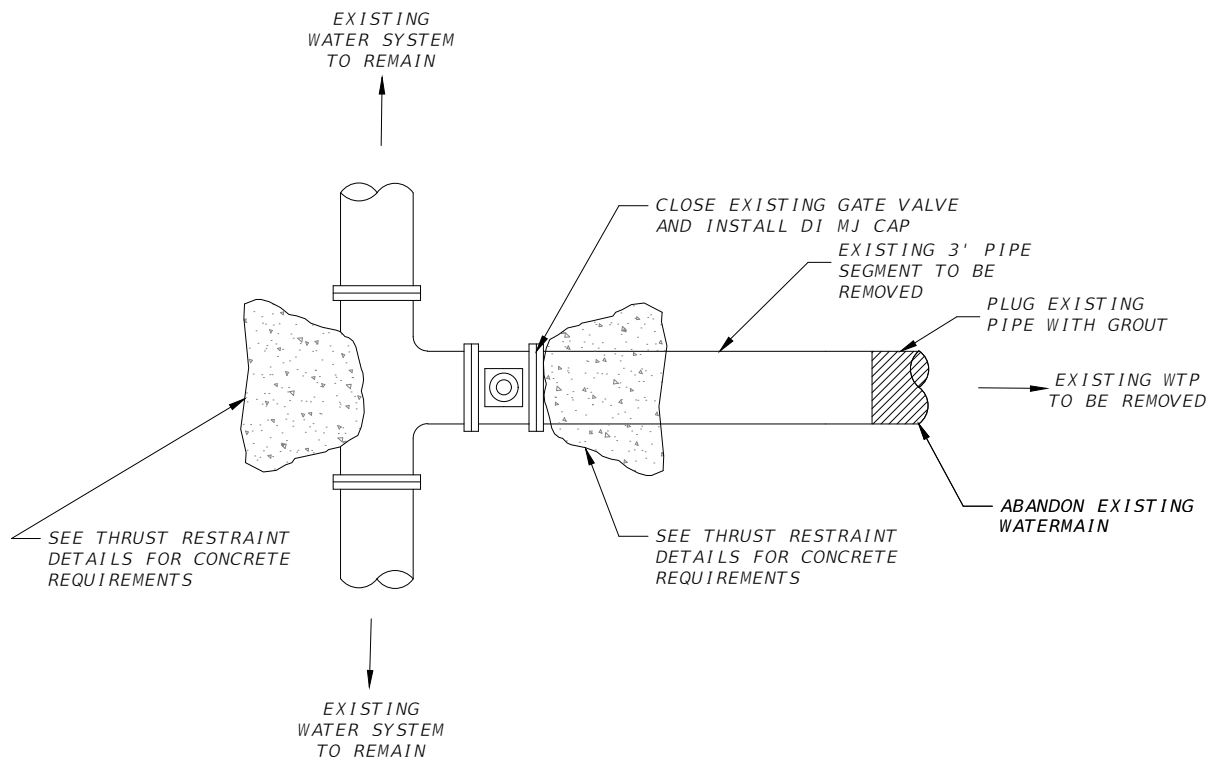
## DEER CREEK WTP WELL ABANDONMENT



DEER CREEK WTP CAP AT MAIN



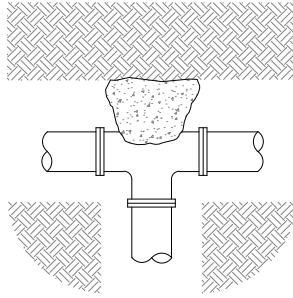
- LOCATE MAIN IN FRONT OF WTP
- INSTALL 4" DI MJ CAP
- INSTALL THRUST RESTRAINT



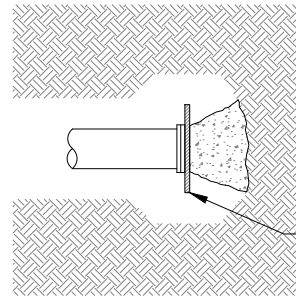
NOTES

1. COORDINATE SHUT DOWN OF MAIN WITH MARION COUNTY UTILITIES DEPARTMENT, MINIMUM 72 HOURS NOTICE.
2. COMPACT BACKFILL TO MINIMUM 95% MODIFIED PROCTOR.
3. SEED & MULCH ALL DISTURBED AREAS ON SITE AND SOD ALL DISTURBED AREAS WITHIN RIGHT-OF-WAY.

**CAP EXISTING MAIN**



TEE



PLUG

**VOLUME OF THRUST BLOCKS IN CUBIC YARDS**

FITTING SIZE	TEE, WYE, PLUG, OR CAP	90° BEND PLUGGED CROSS	TEE PLUGGED RUN		BEND ANGLE		
			A1	A2	45°	22½°	11¼°
4"	0.075	0.075	0.075	0.075	0.075	0.075	0.075
6"	0.10	0.15	0.35	0.25	0.09	0.075	0.075
8"	0.25	0.35	0.575	0.40	0.10	0.15	0.075
10"	0.45	0.60	1.00	0.60	0.35	0.20	0.10
12"	0.75	1.00	1.75	1.25	0.50	0.25	0.15
14"	1.25	1.50	2.00	1.75	0.75	0.35	0.25
16"	1.65	2.00	3.00	2.00	1.10	0.50	0.35
18"	2.25	2.75	4.00	2.75	1.75	0.80	0.45
20"	3.50	4.25	5.50	4.25	2.50	1.30	0.70
24"	5.00	6.00	7.50	6.00	4.00	2.00	1.00

NOTES

1. BEARING AREA OF THRUST BLOCK SHALL NOT BE LESS THAN 1.0 SQ. FT. BEARING AREA SHALL HAVE EQUAL HEIGHT AND WIDTH.
2. ALLOWABLE SOIL BEARING STRESS IS 2000 LBS. / SQ. FT.
3. BEARING AREAS, VOLUMES, AND SPECIAL BLOCKING DETAILS SHOWN ON PLANS TAKE PRECEDENCE OVER THIS STANDARD. THRUST BLOCKS FOR VERTICAL BENDS HAVING DOWNWARD RESULTANT THRUSTS SHALL BE THE SAME AS FOR HORIZONTAL BENDS. BEARING AREAS FOR HORIZONTAL BEND THRUST BLOCKS ARE BASED ON TEST PRESSURE OF 150 PSIG, AND AN ALLOWABLE SOIL BEARING STRESS OF 2000 LBS. / SQ. FT. TO COMPUTE BEARING AREAS FOR DIFFERENT TEST PRESSURES AND SOIL BEARING STRESSES, MULTIPLY TABLE VALUES BY THE FACTOR ( P' / S'g). WHERE: P' = ACTUAL TEST PRESSURE (PSIG) AND S'g = ACTUAL OR BEARING PRESSURE (PSF).
4. REQUIRED VOLUMES OR BEARING AREAS AT FITTINGS SHALL BE AS INDICATED BELOW AND ADJUSTED, IF NECESSARY, TO CONFORM TO THE TEST PRESSURE(S) AND ALLOWABLE SOIL BEARING STRESS(ES) STATED IN THE SPECIFICATIONS.
5. KEEP CONCRETE CLEAR OF JOINT AND JOINT ACCESSORIES.
6. ALL PLUGS, CAPS, TEES, AND BENDS DEFLECTING 11-DEGREES OR MORE ON MAINS 2-INCHES IN DIAMETER OR LARGER SHALL BE PROVIDED WITH SUITABLE ANCHORAGE CONSISTING OF THRUST BLOCKS OR RESTRAINED JOINTS. ALL RESTRAINED JOINT LENGTHS AS SPECIFIED IN THE TABLE ARE FOR ONE RESTRAINT DIRECTION. ALL PIPING TRANSITIONS SHALL BE RESTRAINED IN BOTH DIRECTIONS.

**THRUST BLOCKS**

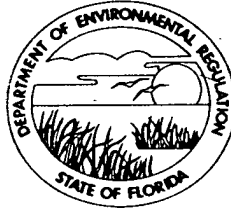
CAST-IN-PLACE

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL REGULATION

SOUTHWEST DISTRICT

4520 OAK FAIR BLVD.  
TAMPA, FLORIDA 33610-7347

813-623-5561  
Suncom--552-7612



BOB MARTINEZ  
GOVERNOR

DALE TWACHTMANN  
SECRETARY

DR. RICHARD D. GARRITY  
DISTRICT MANAGER

PERMITTEE:

Mr. Bob Drake  
2207 S. Pine Ave.  
Ocala, FL 32671

I.D. Number:

Permit/Certification No. WC-42-1535  
Date of Issue: January 22, 1988  
Expiration Date: January 22, 1989  
County: Marion  
Lat/Long: 29°06'00"N/82°13;00"W  
Section/Township/Range:  
Project: Deer Creek Mobile Home S/D

This permit is issued under the provisions of Chapter(s) 403, Florida Statutes, and Florida Administrative Code Rule 17-22. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing(s), plans, and other documents attached hereto or on file with the department and made a part hereof and specifically described as follows:

Construction of a community water supply system to serve the Deer Creek Mobile Home S/D. The facilities will include:

- A 4" diameter, 160' deep supply well equipped with an 84 GPM submersible pump
- Hypochlorination equipment
- A 1,000 gallon hydropneumatic storage tank

Location: S.W. 70th Ave. and S.W. 85th St., Ocala, Florida

Permittee:  
Mr. Bob Drake

I.D. Number:  
Permit/Certif. No.: WC-42-1535

General Conditions:

1. The terms, conditions, requirements, limitations, and restrictions set forth herein are "Permit Conditions" and as such are binding upon the permittee and enforceable pursuant to the authority of Section 403.161, 403.727, or 403.859 through 403.861, Florida Statutes. The permittee is hereby placed on notice that the department will review this permit periodically and may initiate enforcement action for any violation of the "Permit Conditions" by the permittee, its agents, servants or representatives.
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any authorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the department.
3. As provided by Subsection 403.087(6) and 403.722(5), Florida Statutes, the issuance of this permit does not convey any vested rights or any exclusive privileges. Nor does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state or local laws or regulations. This permit does not constitute a waiver of or approval of any other department permit that may be required for other aspects of the total project which are not addressed in the permit.
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgement of title, and does not constitute authority for the use of submerged lands unless, herein provided and the necessary title or leasehold interests have been obtained from the state. Only the Trustees of the Internal Improvement Trust Fund may express state opinions as to title.
5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, plant or aquatic life or property and penalties therefor caused by the construction or operation of this permitted source, nor does it allow the permittee to cause pollution in contravention of Florida Statutes and department rules, unless specifically authorized by an order from the department.



Permittee:  
Mr. Bob Drake

I.D. Number:  
Permit/Certif. No.: WC-42-1535

6. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed or used by the permittee to achieve compliance with the conditions of this permit, as required by department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by department rules.
7. The permittee, by accepting this permit, specifically agrees to allow authorized department personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:
  - a. Having access to and copying any records that must be kept under the conditions of the permit;
  - b. Inspecting the facility, equipment, practices, or operations regulated or required under this permit; and
  - c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or department rules.

Reasonable time may depend on the nature of the concern being investigated.

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately notify and provide the department with the following information:
  - a. a description of and cause of non-compliance; and
  - b. the period of noncompliance, including exact dates and times; or, if not corrected, the anticipated time the non-compliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the non-compliance.

Permittee:  
Mr. Bob Drake

I.D. Number:  
Permit/Certif. No.: WC-42-1535

The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the department for penalties or revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permit source, which are submitted to the department, may be used by the department as evidence in any enforcement case arising under the Florida Statutes or department rules, except where such use is proscribed by Sections 403.73 and 403.111, Florida Statutes.
10. The permittee agrees to comply with changes in department rules and Florida Statutes after a reasonable time for compliance, provided however, the permittee does not waive any other rights granted by Florida Statutes or department rules.
11. This permit is transferable only upon department approval in accordance with Florida Administrative Code Rules 17-4.12 and 17-30.30, as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the department.
12. This permit is required to be kept at the work site of the permitted activity during the entire period of construction or operation.
13. This permit also constitutes:
  - ( ) Determination of Best Available Control Technology (BACT)
  - ( ) Determination of Prevention of Significant Deterioration (PSD)
  - ( ) Certification of Compliance with State Water Quality Standards (Section 401, PL 92-500)
  - ( ) Compliance with New Source Performance Standards
14. The permittee shall comply with the following monitoring and record keeping requirements:
  - a. Upon request, the permittee shall furnish all records and plans required under department rules.

Permittee:  
Mr. Bob Drake

I.D. Number:  
Permit/Certif. No.: WC-42-1535

The retention period of all records will be extended automatically, unless otherwise stipulated by the department, during the course of any unresolved enforcement action.

- b. The permittee shall retain at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation), copies of all reports required by this permit, and records of all data used to complete the application for this permit. The time period of retention shall be at least three years from the date of the sample, measurement, report or application unless otherwise specified by the department rule.
  - c. Records of monitoring information shall include:
    - the date, exact place, and time of sampling or measurements;
    - the person responsible for performing the sampling or measurements;
    - the date(s) analyses were performed;
    - the person responsible for performing the analyses;
    - the analytical techniques or methods used; and
    - the results of such analyses.
15. When requested by the department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware that relevant facts were not submitted or were incorrect in the permit application or in any report to the department, such facts or information shall be submitted or corrected promptly.

Permittee:  
Mr. Bob Drake

I.D. Number:  
Permit/Certif. No.: WC-42-1535

Specific Conditions:

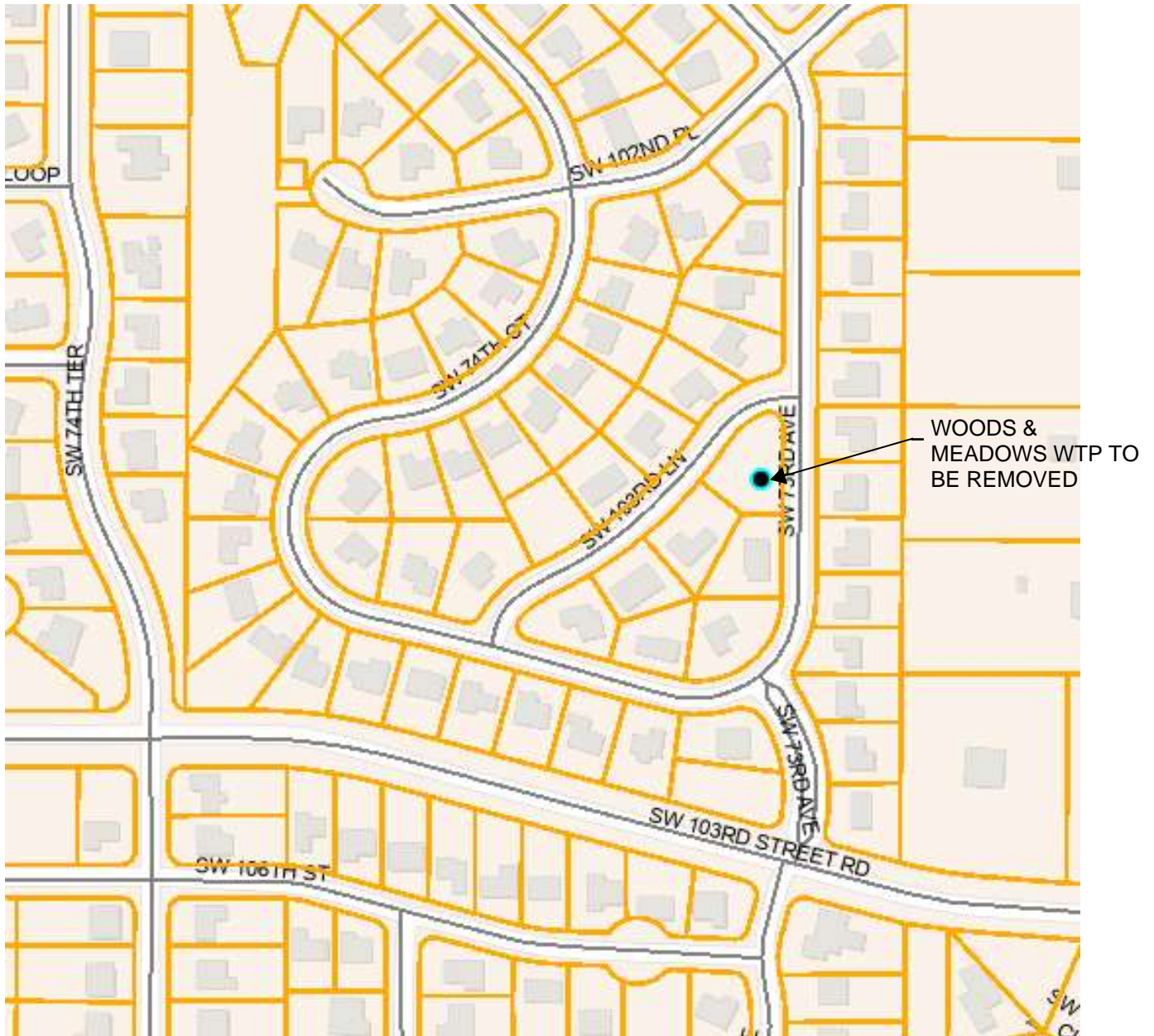
1. The system shall not be placed in service until a letter of clearance is received (Chapter 17-22., F.A.C.).
2. Monthly operation reports shall be submitted by a certified operator who meets the requirements of Chapter 17-16, F.A.C.
3. Compliance Monitoring:
  - a. The drinking water shall be analyzed for primary and secondary contaminants listed in Chapter 17-22.210 and 17-22.220, F.A.C., to the degree and frequency therein. The analyses shall be performed by a laboratory certified by the Department of Health and Rehabilitative Services (DHRS), and the results forwarded to the district office.
  - b. The drinking water shall be analyzed for coliform bacteria every month. The minimum number of samples required is outlined in Chapter 17-22.310(5), but shall at least include one (1) raw sample from each supply well, and a minimum of two (2) distribution samples, depending upon the population served. The samples should be taken early in the month, and submitted to a laboratory certified by DHRS.
4. No sanitary hazards shall be installed within 100' of any water supply well (Chapter 17-22, F.A.C.).
5. Sewage disposal facilities shall not be installed within 200' of any water supply well (Chapter 17-22, F.A.C.).

Issued this 22 day of Jan, 19 88

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL REGULATION

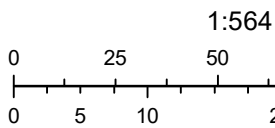
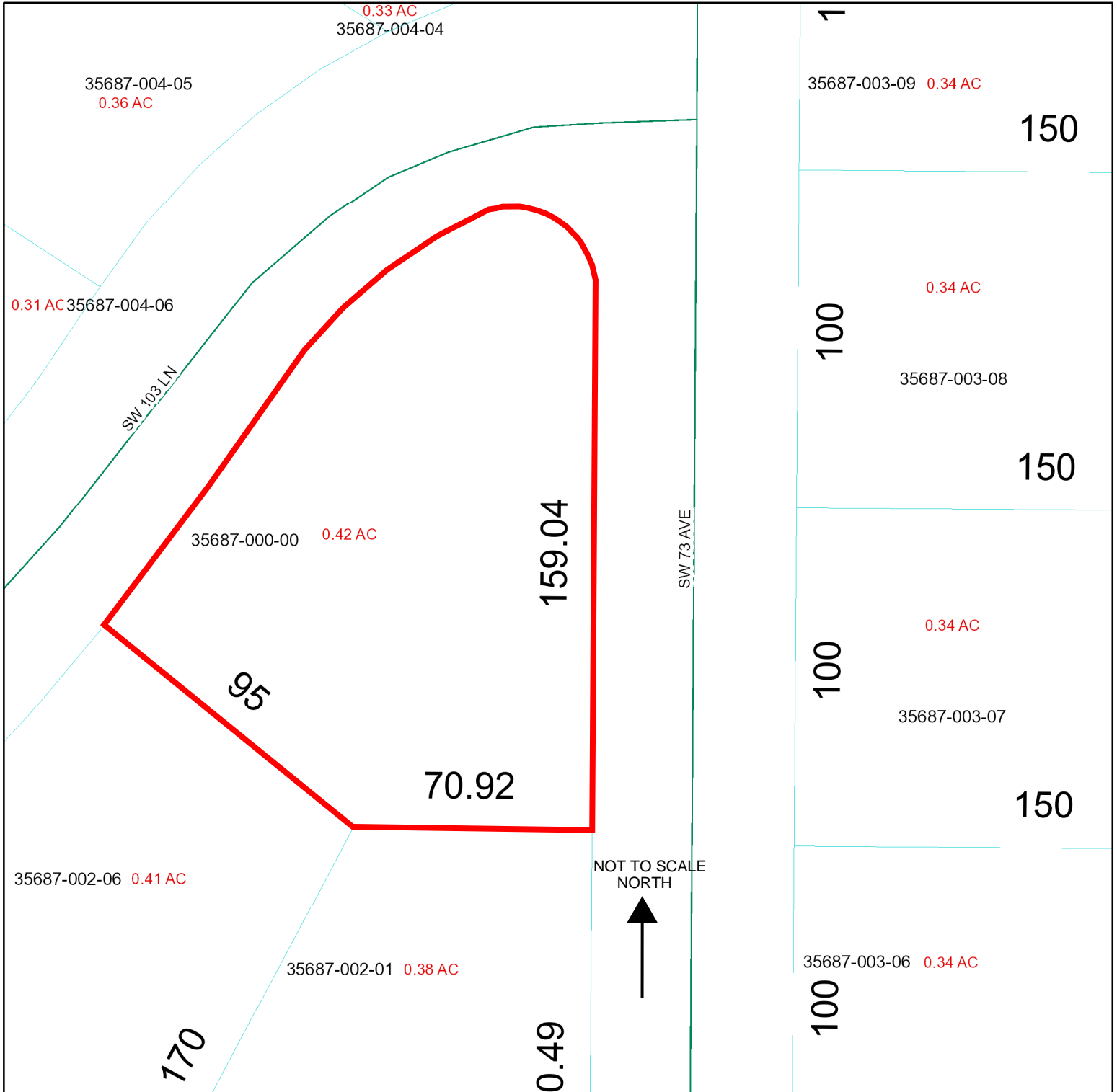
  
Richard D. Garrity, Ph.D.  
District Manager

WOODS & MEADOWS WATER TREATMENT PLANT DECOMMISSIONING



PARCEL ID # 35687-000-00

7320 SW 103<sup>RD</sup> LANE, OCALA, FLORIDA 34476



**WOODS AND MEADOWS WTP**

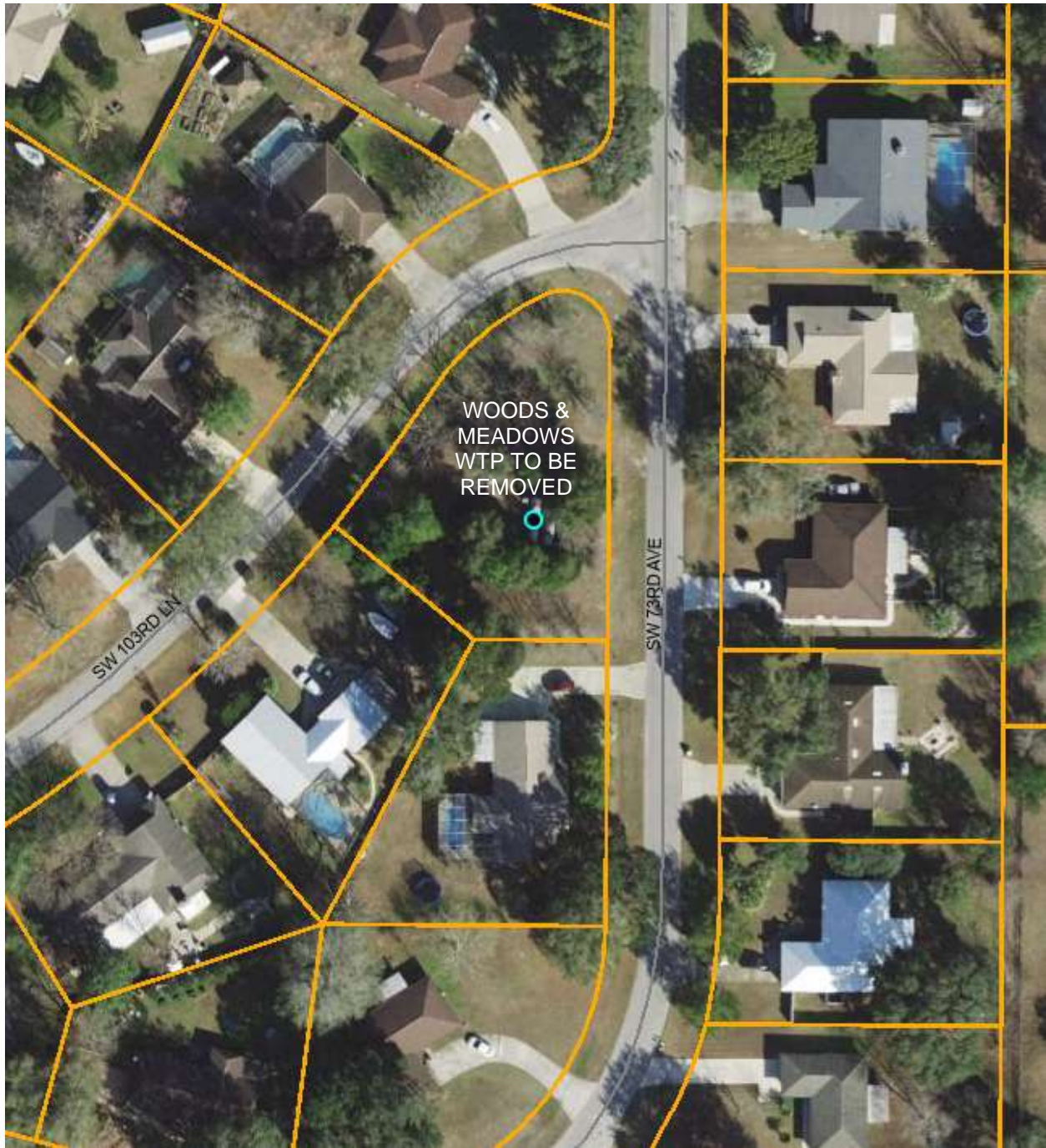
9/16/2024

Marion County Property Appraiser  
Marion County, FL

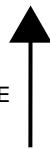
Parcel ID

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**WOODS & MEADOW WATER TREATMENT PLANT AERIAL & LOCATION MAP**



NORTH




NOT TO SCALE

# Woods & Meadows WTP

Parcel ID 35687-000-00

## Legend

 7320 SW 103rd Ln

 7320 SW 103rd Ln

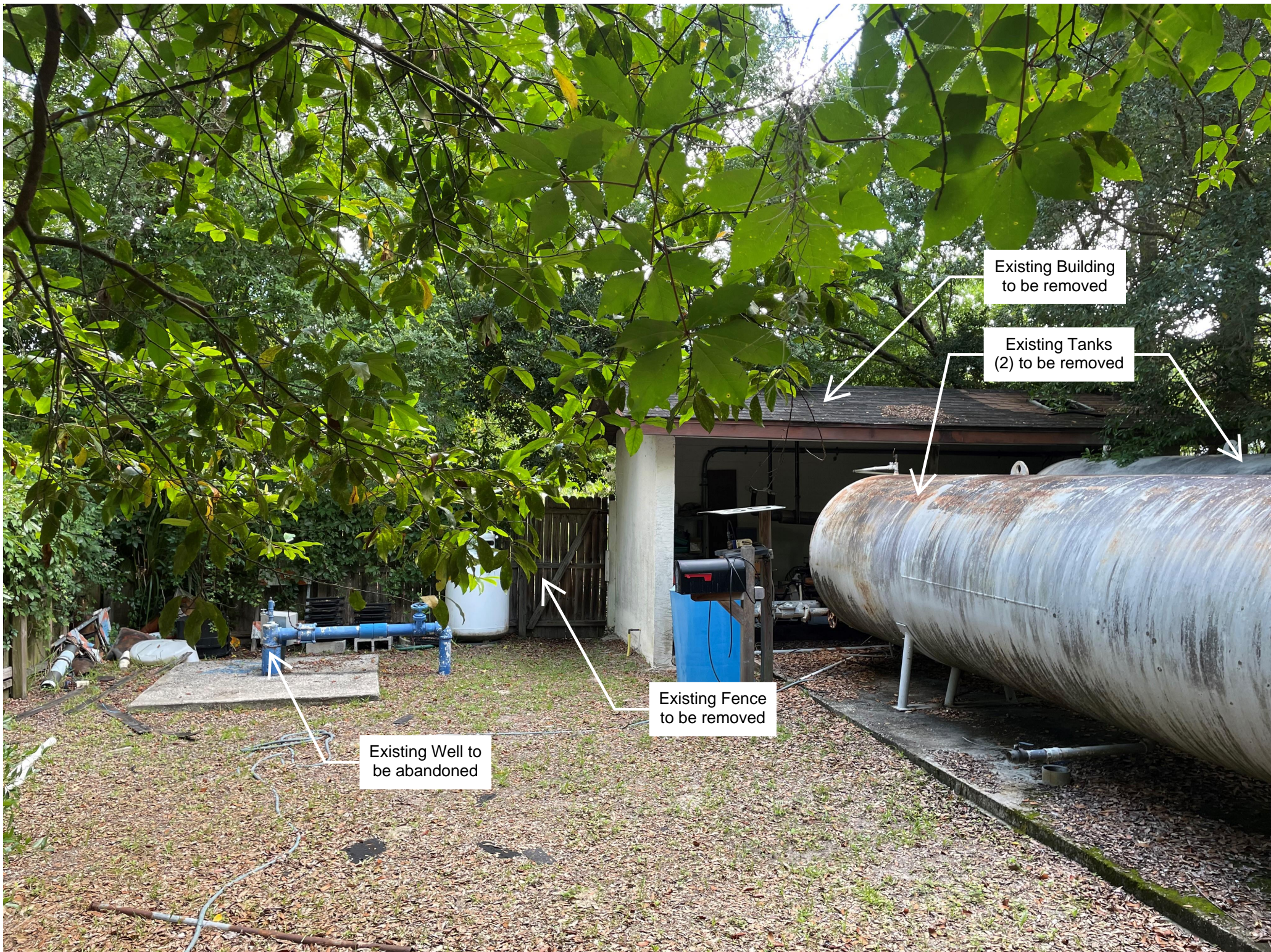






Existing Fence  
to be removed

Existing Tanks (2)  
to be removed



Existing Building  
to be removed

Existing Tanks  
(2) to be removed

Existing Fence  
to be removed

Existing Well to  
be abandoned

# WOODS & MEADOWS WTP

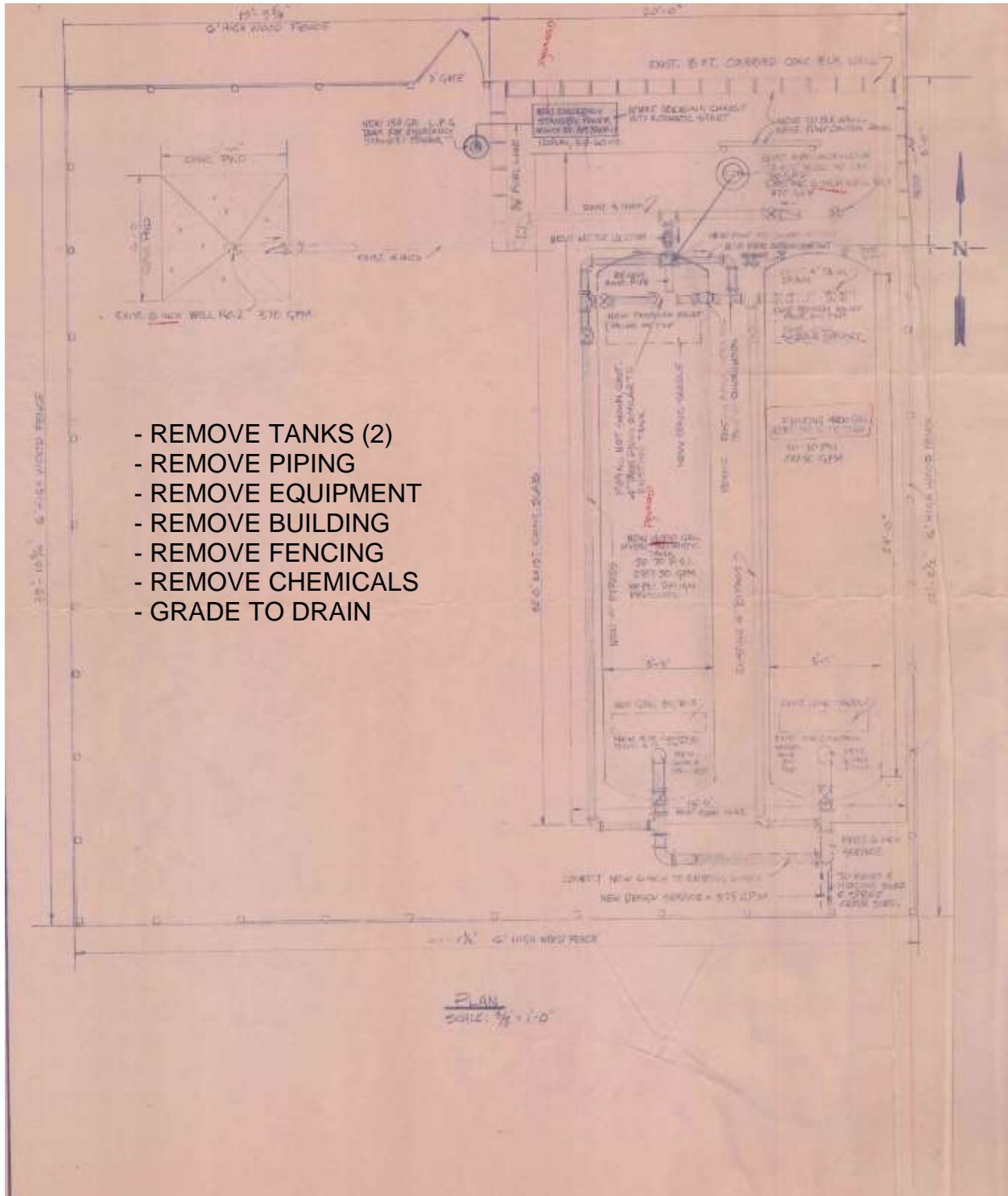


Existing Building  
to be removed

MARION COUNTY UTILITIES  
WOODS & MEADOWS WTP  
7320 SW 103rd LN  
IN CASE OF EMERGENCY CALL  
352-307-6000

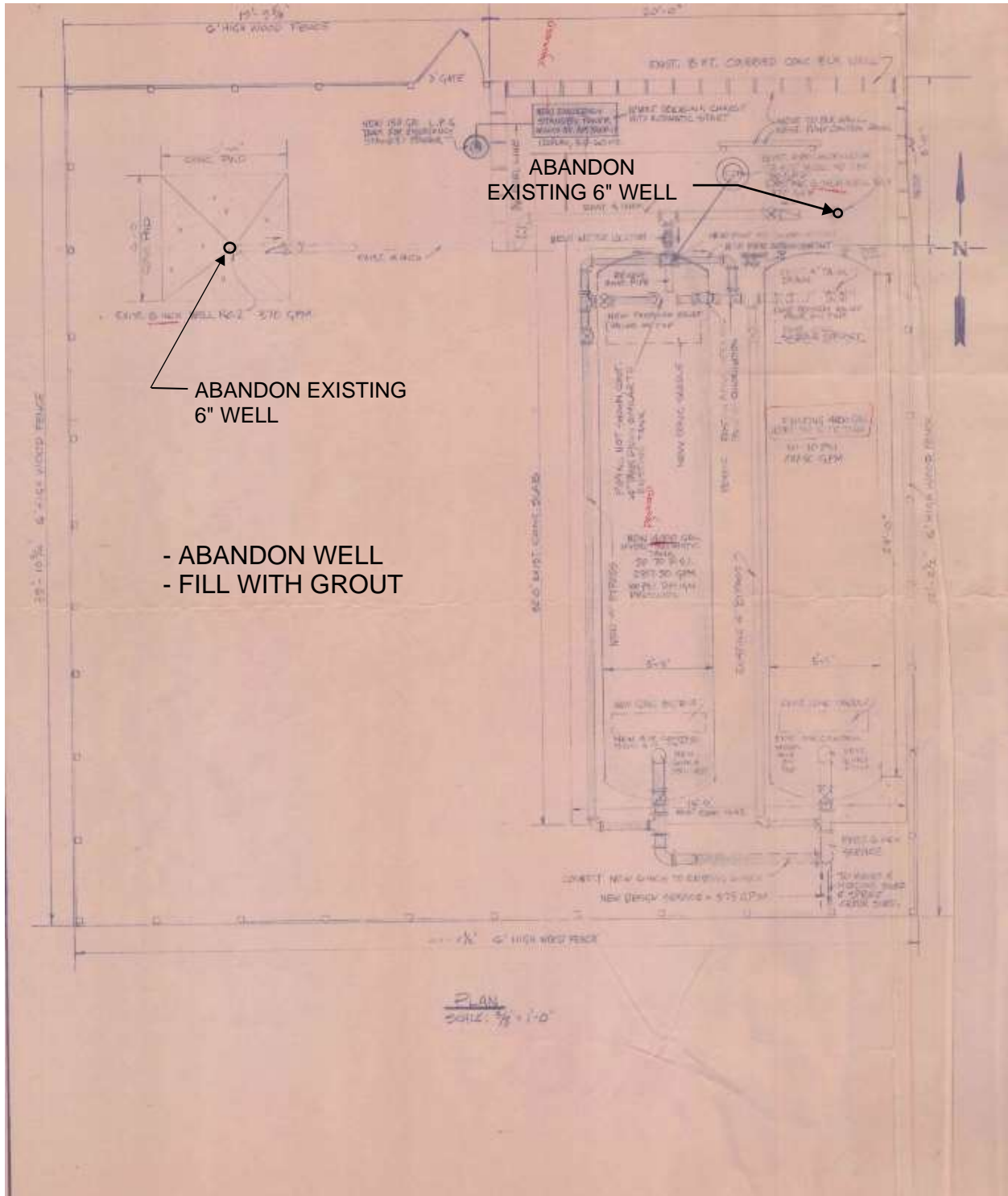
Existing Fence  
to be removed

# WOODS & MEADOWS WTP LAYOUT FOR DEMOLITION

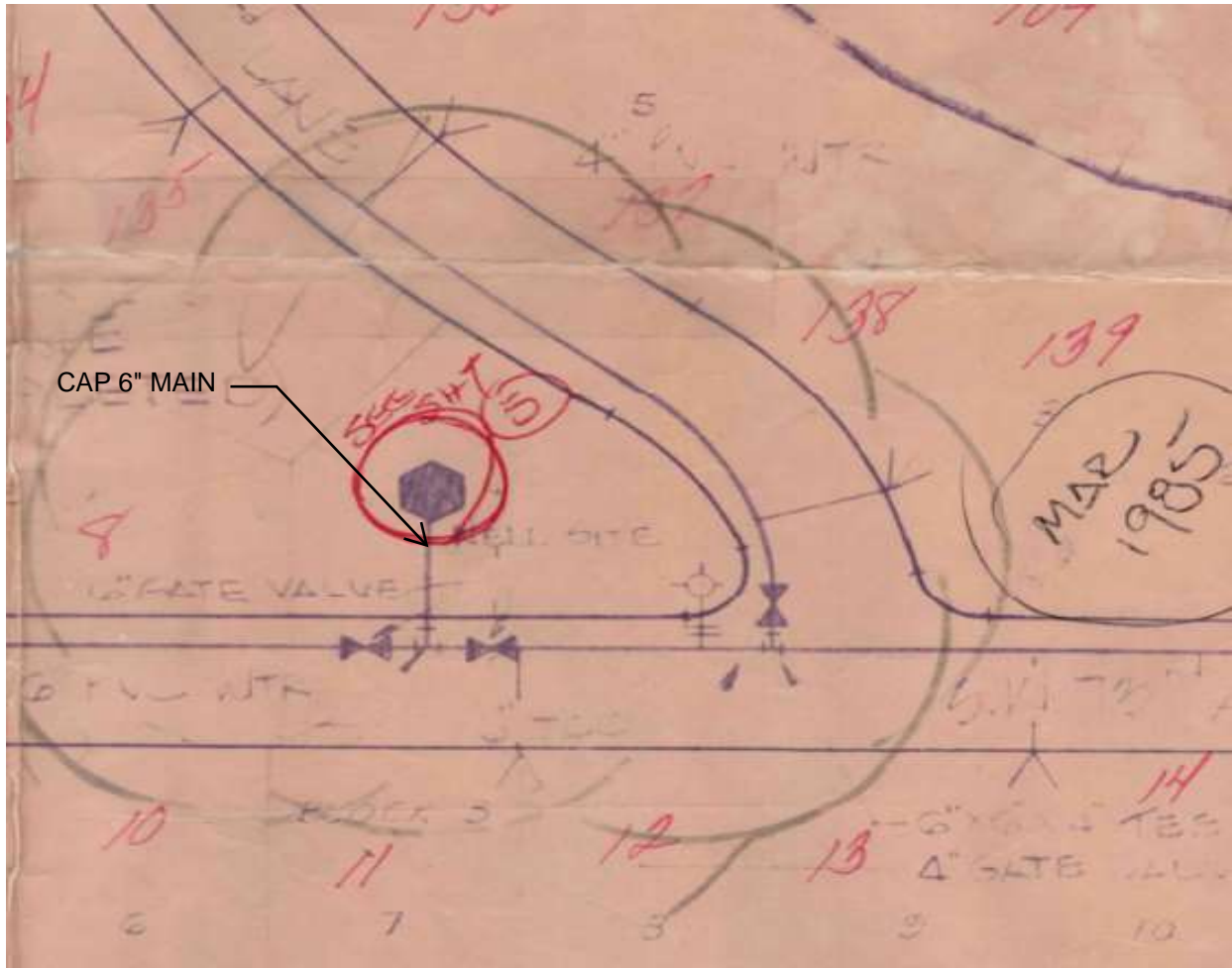


- REMOVE TANKS (2)
- REMOVE PIPING
- REMOVE EQUIPMENT
- REMOVE BUILDING
- REMOVE FENCING
- REMOVE CHEMICALS
- GRADE TO DRAIN

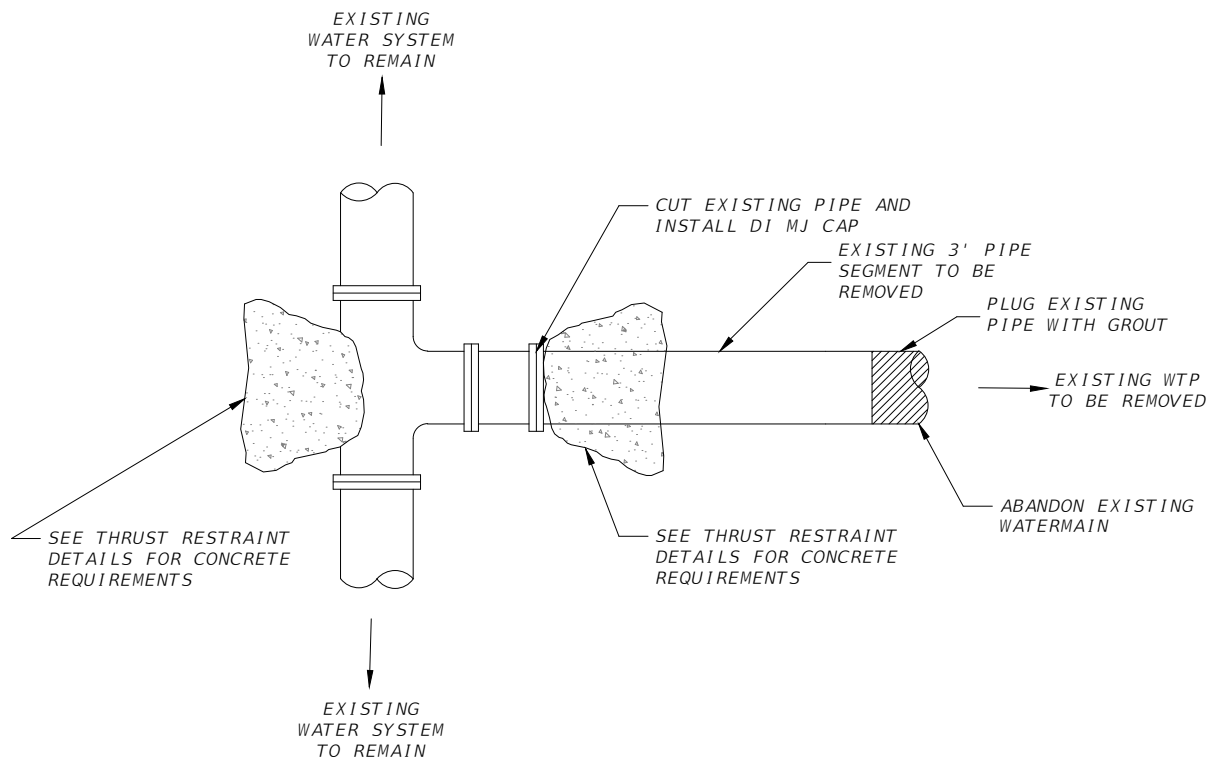
# WOODS & MEADOWS WTP LAYOUT FOR WELL ABANDONMENT



WOODS & MEADOWS CAP AT MAIN



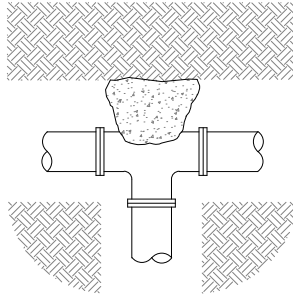
- LOCATE MAIN IN FRONT OF WTP
- INSTALL 6" DI MJ CAP
- INSTALL THRUST RESTRAINT



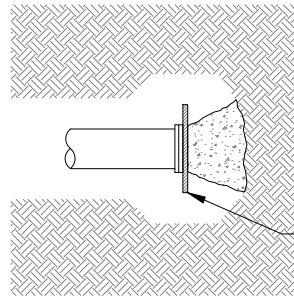
NOTES

1. COORDINATE SHUT DOWN OF MAIN WITH MARION COUNTY UTILITIES DEPARTMENT, MINIMUM 72 HOURS NOTICE.
2. COMPACT BACKFILL TO MINIMUM 95% MODIFIED PROCTOR.
3. SEED & MULCH ALL DISTURBED AREAS ON SITE AND SOD ALL DISTURBED AREAS WITHIN RIGHT-OF-WAY.

**CAP EXISTING MAIN**



TEE



PLUG

**VOLUME OF THRUST BLOCKS IN CUBIC YARDS**

FITTING SIZE	TEE, WYE, PLUG, OR CAP	90° BEND PLUGGED CROSS	TEE PLUGGED RUN		BEND ANGLE		
			A1	A2	45°	22½°	11¼°
4"	0.075	0.075	0.075	0.075	0.075	0.075	0.075
6"	0.10	0.15	0.35	0.25	0.09	0.075	0.075
8"	0.25	0.35	0.575	0.40	0.10	0.15	0.075
10"	0.45	0.60	1.00	0.60	0.35	0.20	0.10
12"	0.75	1.00	1.75	1.25	0.50	0.25	0.15
14"	1.25	1.50	2.00	1.75	0.75	0.35	0.25
16"	1.65	2.00	3.00	2.00	1.10	0.50	0.35
18"	2.25	2.75	4.00	2.75	1.75	0.80	0.45
20"	3.50	4.25	5.50	4.25	2.50	1.30	0.70
24"	5.00	6.00	7.50	6.00	4.00	2.00	1.00

NOTES

1. BEARING AREA OF THRUST BLOCK SHALL NOT BE LESS THAN 1.0 SQ. FT. BEARING AREA SHALL HAVE EQUAL HEIGHT AND WIDTH.
2. ALLOWABLE SOIL BEARING STRESS IS 2000 LBS. / SQ. FT.
3. BEARING AREAS, VOLUMES, AND SPECIAL BLOCKING DETAILS SHOWN ON PLANS TAKE PRECEDENCE OVER THIS STANDARD. THRUST BLOCKS FOR VERTICAL BENDS HAVING DOWNWARD RESULTANT THRUSTS SHALL BE THE SAME AS FOR HORIZONTAL BENDS. BEARING AREAS FOR HORIZONTAL BEND THRUST BLOCKS ARE BASED ON TEST PRESSURE OF 150 PSIG, AND AN ALLOWABLE SOIL BEARING STRESS OF 2000 LBS. / SQ. FT. TO COMPUTE BEARING AREAS FOR DIFFERENT TEST PRESSURES AND SOIL BEARING STRESSES, MULTIPLY TABLE VALUES BY THE FACTOR ( P' / S'g). WHERE: P' = ACTUAL TEST PRESSURE (PSIG) AND S'g = ACTUAL OR BEARING PRESSURE (PSF).
4. REQUIRED VOLUMES OR BEARING AREAS AT FITTINGS SHALL BE AS INDICATED BELOW AND ADJUSTED, IF NECESSARY, TO CONFORM TO THE TEST PRESSURE(S) AND ALLOWABLE SOIL BEARING STRESS(ES) STATED IN THE SPECIFICATIONS.
5. KEEP CONCRETE CLEAR OF JOINT AND JOINT ACCESSORIES.
6. ALL PLUGS, CAPS, TEES, AND BENDS DEFLECTING 11-DEGREES OR MORE ON MAINS 2-INCHES IN DIAMETER OR LARGER SHALL BE PROVIDED WITH SUITABLE ANCHORAGE CONSISTING OF THRUST BLOCKS OR RESTRAINED JOINTS. ALL RESTRAINED JOINT LENGTHS AS SPECIFIED IN THE TABLE ARE FOR ONE RESTRAINT DIRECTION. ALL PIPING TRANSITIONS SHALL BE RESTRAINED IN BOTH DIRECTIONS.

**THRUST BLOCKS**

CAST-IN-PLACE



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Report Cover Page

**Selection Criteria:**

- Report Name: WCP File of Record Report
- Permit Number: 405371

The information provided is based on the information available at the time of request. The information is believed to be accurate and complete, but is subject to the accuracy and completeness of information submitted to the District by permittees and other sources and is subject to the specific request made. The District does not warrant that the information is suitable for any particular use.

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Report Generation Date: July 31, 2024

<b>Permit #:</b> 405371	<b>Status:</b> Completed	<b>Application Received:</b> 06/12/1985
<b>Reference #:</b>	<b>Type:</b> New Construction	<b>Issue Date:</b> 06/12/1985
<b>Well Use:</b> PUBLIC SUPPLY	<b>Const. Date:</b>	<b>Suspense Date:</b> 12/09/1985

Owner Information: 405371		
Name	Address	City/State/Zip
Michael Oehlerking	9961 ROUTE 200 WEST	OCALA, FL 32674

Contractor Information: 405371			
Name	License #	Address	City/State/Zip
Al Bruce	1969	PO BOX 730	BELLEVIEW, FL 34421

Well Information: 405371							
Diameter	Drill Method	Depth	Primary Casing	Material	Casing Depth	Casing Diameter	Contamination
6	NOT ENTERED			6			

Well Location: 405371								
Site ID	Address	City/State	Lat	Long	Section	Township	Range	
141892	9961 ROUTE 200 WEST		29° 4' 17.24'	82° 14' 26.85'	30	16	21	

Well Completion Information: 405371									
Completion Date	Static Water Level	Finish Code	Drill Method	Status	Well Depth	Casing Diameter	Casing From Depth	Casing To Depth	Casing Material
06/27/1985	35.00	NOT ENTERED	COMBINATION (TWO OR MORE METHODS)		220				NOT ENTERED
06/27/1985	35.00	NOT ENTERED	COMBINATION (TWO OR MORE METHODS)		220				NOT ENTERED
06/27/1985	35.00	NOT ENTERED	COMBINATION (TWO OR MORE METHODS)		220	6		80	NOT ENTERED

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Report Cover Page

**Selection Criteria:**

- Report Name: WCP File of Record Report
- Permit Number: 405372

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Report Generation Date: July 31, 2024

<b>Permit #:</b> 405372	<b>Status:</b> Completed	<b>Application Received:</b> 06/12/1985
<b>Reference #:</b>	<b>Type:</b> New Construction	<b>Issue Date:</b> 06/12/1985
<b>Well Use:</b> PUBLIC SUPPLY	<b>Const. Date:</b>	<b>Suspense Date:</b> 12/09/1985

Owner Information: 405372		
Name	Address	City/State/Zip
Michael Oehlerking	9961 ROUTE 200 WEST	OCALA, FL 32674

Contractor Information: 405372			
Name	License #	Address	City/State/Zip
Al Bruce	1969	PO BOX 730	BELLEVIEW, FL 34421

Well Information: 405372							
Diameter	Drill Method	Depth	Primary Casing	Material	Casing Depth	Casing Diameter	Contamination
6	NOT ENTERED			6			

Well Location: 405372								
Site ID	Address	City/State	Lat	Long	Section	Township	Range	
141893	9961 ROUTE 200 WEST		29° 4' 17.19'	82° 14' 25.63'	30	16	21	

Well Completion Information: 405372									
Completion Date	Static Water Level	Finish Code	Drill Method	Status	Well Depth	Casing Diameter	Casing From Depth	Casing To Depth	Casing Material
07/03/1985	32.00	NOT ENTERED	COMBINATION (TWO OR MORE METHODS)		220				NOT ENTERED
07/03/1985	32.00	NOT ENTERED	COMBINATION (TWO OR MORE METHODS)		220				NOT ENTERED
07/03/1985	32.00	NOT ENTERED	COMBINATION (TWO OR MORE METHODS)		220	6		82	NOT ENTERED

## SECTION 02050

### DEMOLITION AND REMOVALS

#### PART 1 - GENERAL

##### 1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required for the demolition and disposal of all buildings, structures and equipment that is to be removed.
- B. These Specifications are intended to cover the removal and disposal of specified existing structures, foundations, slabs, and miscellaneous appurtenances encountered during the construction operations.

##### 1.02 RELATED SECTIONS

Section 02050 – Well Construction & Abandonment

##### 1.03 WORK INCLUDED

- A. Complete demolition as shown of all existing yard structures which are within the site boundary.
- B. Complete demolition as shown on the drawings below finished grade of all existing yard structures which are not in service or required for proposed site construction.
- C. Distribution of salvageable and excess unacceptable material as specified below.
- D. Off-site disposal of excess and unacceptable materials in an approved sanitary Landfill or Approved Construction, Demolition and Debris Landfill.

##### 1.04 CONDITION OF STRUCTURES

- A. The Owner shall assume no responsibility for the actual condition of the structures to be demolished and removed.
- B. Conditions existing at the time of inspection for bidding purposes will be maintained by the Owner insofar as practicable. However, variations within the structures and site may occur prior to the start of the demolition work.

##### 1.05 RULES AND REGULATIONS

- A. The Building Code of the State of Florida shall control the demolition, modification or alteration of the existing buildings or structures.
- B. No building or structure, or any part thereof, shall be demolished until an application has been filed by the Contractor with the Local Building Department and a permit issued. The fee for this permit shall be the Contractor's responsibility.

02010 -1

## SECTION 02050

### DEMOLITION AND REMOVALS

- C. Comply with Local Health Department requirements and Chapter 62 Florida Administrative Code.
- D. Comply with OSHA requirements for site safety.
- E. No blasting shall be done on-site. The Contractor shall not bring or store any explosives on site.

#### 1.06 DISPOSAL OF MATERIAL

- A. Salvageable material shall remain the property of the Owner. The Contractor shall dismantle all material to such a size that it can be readily handled, and delivered to designated storage area as requested by the Owner.
- B. Any material that the Owner rejects shall become the Contractor's property and must be removed from the site.
- C. Concrete, concrete block and bricks may be disposed of as specified below in Section 2.3, Execution, or hauled to a Florida Department of Environmental Protection (FDEP) approved construction and demolition debris waste disposal site.
- D. All other material is to be hauled to a FDEP approved class I waste disposal site.
- E. The storage or sale of removed items on the site **will not** be allowed.

#### 1.07 SUBMITTALS

- A. Submit to the Engineer for approval, proposed methods and operations of demolition of the structures and modifications specified below prior to the start of work. Include in the schedule the coordination of shutoff, capping and continuation of utility service, as required.
- B. Provide a detailed sequence of demolition and removal work to ensure the minimal interruption of the Owner's operations, if applicable.
- C. Before commencing demolition work, all modifications necessary to bypass the affected structure will be completed. Work shall not begin until the OWNER has inspected and approved the modifications, and authorized commencement of the demolition work.
- D. The above procedure must be followed for each individual demolition or modification operation.

02020 -2

## SECTION 02050

### DEMOLITION AND REMOVALS

#### 1.08 TRAFFIC AND ACCESS

- A. Conduct demolition and modification operations, and the removal of equipment and debris to ensure minimum interference with roads, streets, walks both on-site and off-site and to ensure minimum interference with occupied or used facilities.

#### 1.09 PROTECTION

- A. Conduct operations to minimize damage, due to falling debris or other causes to adjacent buildings, structures, roadways, walkways, and other facilities, including persons, as directed by the Engineer. Provide interior and exterior shoring, bracing, or support to prevent movement or settlement or collapse of structures to be demolished and adjacent facilities to remain.

#### 1.10 DAMAGE

- A. Promptly repair damage caused to adjacent facilities by demolition or modification operations, as directed by the Engineer and at no additional cost to the Owner.

#### 1.11 UTILITIES

- A. The Contractor shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the discontinuance or interruption of all public and private utilities or services under the jurisdiction of the utility companies.
- B. All utilities being placed out of service shall be disconnected and terminated at the service mains in conformance with the requirement of the utility companies or the municipality owning or controlling them.

#### 1.12 EXTERMINATION

- A. If required, before starting demolition, employ a certified rodent and vermin exterminator and treat the facilities in accordance with the governing health laws and regulations.

#### 1.13 POLLUTION CONTROL

- A. For pollution control, use water sprinkling, temporary enclosures, and other suitable methods, as necessary, to limit the amount of dust and dirt rising and scattering in the air to the lowest level of air pollution practical for the conditions of work. Comply with the governing State, County and City regulations.
- B. Clean adjacent structures and improvements of all dust, dirt and debris caused by demolition or modification operations, as directed by the Engineer. Return areas to conditions existing prior to the start of work.

02030 -3

## SECTION 02050

### DEMOLITION AND REMOVALS

#### PART 2 - EXECUTION

##### 2.01 SEQUENCE OF WORK

- A. The sequence of demolition and modification of existing facilities will be in accordance with the provisions within the Contract documents.

##### 2.02 STRUCTURES TO BE COMPLETELY DEMOLISHED

- A. The Contractor is to completely demolish or remove the following structures:
  - 1. All existing above ground structures including foundations.
- B. Existing structures shall be completely demolished or removed from site.
  - 1. First remove all mechanical, electrical, piping and miscellaneous appurtenances before commencing structural demolition.
  - 2. Completely remove the structure to an elevation three feet below existing or final grade (whichever is of a lower elevation) and thoroughly break up the bottom concrete slab of the structure into pieces for transport and removal unless otherwise detailed in the contract documents.

##### 2.03 REMOVAL OF PIPING

- A. Remove all buried piping encountered during excavation, as directed by the Engineer and noted on the plans. Pipes not removed to remain "Out of Service" shall have open ends plugged with concrete. The Engineer shall determine the location of where the pipes are to be plugged.
- B. All above ground piping shall be removed.

##### 2.04 REMOVAL OF MISCELLANEOUS ITEMS, CONCRETE SLABS, AND SIDEWALKS

- A. Remove all concrete slabs, walkways, fence, posts, satellite dishes, walls, fire pits, etc. where shown on the drawings or within the site limits, if applicable.

##### 2.05 COMPONENTS TO REMAIN

- A. Protect all components noted on the drawings to remain.
- B. Components to remain include to following:
  - 1. Water well casing below a depth of 3' from existing ground.

**END OF SECTION**

02040 -4



## SECTION 02673

### WELL CONSTRUCTION AND ABANDONMENT

#### PART 1 - GENERAL

##### 1.01 WORK INCLUDED

The work to be performed under this Section includes the furnishing of all labor, material, transportation, tools, supplies, equipment and appurtenances necessary for the complete abandonment of the existing well(s) as shown on the location maps, or as specified herein.

##### 1.02 QUALIFICATIONS OF WELL CONTRACTOR

- A. Only those Well Construction Contractors licensed by the State of Florida and governed by F.A.C. Chapters 40D-3 and 62-532 of the Rules of Southwest Florida Water Management District (SWFWMD) and/or the Florida Department of Environmental Protection (FDEP) are allowed to perform the abandonment of the specified wells.
- B. The Contractor shall employ only competent workmen for the execution of this work, and all such work shall be performed under the direct supervision of an experienced well driller, satisfactory to the PROJECT ENGINEER and OWNER.
- C. The Contractor shall include with his bid the following information.
  - 1. The type of abandonment equipment to be used for the work.
  - 2. A listing of five (5) similar previous well abandonment construction projects.
  - 3. Well Construction Contractor's Florida State License Number.
- D. Failure of the Contractor to comply with the requirements in Paragraph 1.02(C) will result in a rejection of the Contractor(s)' bid submittal.

Should the OWNER determine the contractor(s) is not sufficiently qualified to perform the specified work, the OWNER, at the OWNER'S option, may not enter into an agreement with the Contractor(s)' for the subject project.

##### 1.03 PERMITS AND CERTIFICATIONS

The Contractor shall, at his own expense, procure the required well construction/abandonment permits as may be required by the state water management district responsible to the area, and any other local law or ordinance relating to the

## SECTION 02673

### WELL CONSTRUCTION AND ABANDONMENT

performance of the work. Work shall not commence until all required permits have been granted. A request to the water management district to abandon a well shall be submitted on form LEG-R.041.01 provided by the district.

#### 1.04 LOCATION

The location(s) of the well(s) to be abandoned is as specified by the OWNER and as shown on the project location map. Each bidder is required to investigate the local conditions and base his bid on verified observed conditions.

#### 1.05 JOB CONDITIONS

##### A. Boundaries of Work:

Ingress and egress to the well site property will be as depicted on the project location map and as specified by the OWNER. The Contractor shall not enter on or occupy any adjacent private property with workmen, tools, equipment or material, or encroach onto any ground outside of the project property without the written consent of the OWNER of such adjacent property. Other contractors and employees or agents of the OWNER may, for all necessary purposes, enter upon the work and premises used by the Contractor, and the Contractor shall conduct his work so as not to impede unnecessarily any work being done by others on, or adjacent to the site. The Contractor shall notify the OWNER when on-site work is being conducted.

##### B. Protection of Site:

Excepting as otherwise provided herein, the Contractor shall protect all structures, such as: walks, pipelines, trees, shrubbery and lawns during the process of his work; shall remove from the site all cuttings, drilling, debris and unused materials; and shall, upon completion of the work, restore the site as nearly as possible to its original condition, including the replacement, at the Contractor's sole expense, of any facility or landscaping which has been destroyed or damaged beyond restoration to its original condition.

#### 1.06 FACILITIES OR MATERIAL TO BE FURNISHED BY OWNER

No utilities such as water, electric, portable toilets, or lighting will be provided by the OWNER. No additional facilities or material such as security fencing, signage, maintenance or traffic devices, installed temporary construction entrance will be furnished by the OWNER.

The Contractor is responsible to supply an electric generator, if necessary, during the time of contractor's work.

## SECTION 02673

### WELL CONSTRUCTION AND ABANDONMENT

#### 1.07. SUBMITTAL

##### Record of Well Construction:

A Well Completion Report is required for the abandonment of all wells regardless of whether a construction permit is required. The Completion Report shall be accurately completed by the Contractor and submitted to the respective agencies upon completion of the well on Form LEG-R.005.02 Well Completion Report. A Copy of each report shall also be provided to the ENGINEER and OWNER

##### Material Specification Submittal:

The contractor shall submit to the ENGINEER, for review, data on materials, including samples (if requested by Engineer), for materials specified herein. In addition to the above material data, the contractor shall specify equipment and methods to be utilized during the abandonment of the groundwater wells.

#### 1.08 INSPECTION

The Water Management District is authorized to perform inspections, insuring conformity with applicable standards including conditions set forth be 40D-3 F.A.C. Duly authorized representatives of the Water Management District, upon presenting proper identification and at reasonable times, may enter onto the construction site to inspect work being performed by the Contractor.

The supervision by the Engineer of the work is for the purpose of assuring the Owner that the terms of the contract documents are being properly executed and while the Engineer is instructed to give the Contractor all possible assistance, it is not intended to relieve the Contractor from responsibility for the work and any work which proves faulty must be made right by him.

It is not incumbent upon the Engineer to notify the Contractor to begin, to stop, to resume, or to give early notice or rejection of faulty materials or workmanship, or in any case to superintend to the extent of relieving the Contractor of responsibility or of any consequences of neglect or carelessness of himself or his subordinates.

The OWNER, ENGINEER and their representatives shall at all times have safe access to the work, wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

If the specifications, the Engineer's instructions, laws or ordinances of any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer

02673 - 3

## SECTION 02673

### WELL CONSTRUCTION AND ABANDONMENT

timely notice of its readiness for inspection, and if the inspection is by another authority than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be promptly made and where practicable at the source of supply.

#### PART 2 - PRODUCTS

- 2.01 Grout (Cement Slurry): Shall be a mixture of Portland neat cement and a 5.5 to 6 gallons of water per sack of cement (94 lbs per sack).

As an option grout shall be a mixture 8-20 mesh granular natural Bentonite, water, and an approved liquid polymer viscosifier or untreated 200-mesh Bentonite and water is acceptable. Contractor shall specify in his bid if bentonite will be utilized.

- 2.02 Gravel: Shall be 1/2" to 3/4" U.S. sieve size. Gravel shall be clean and free from organic or other deleterious material.

#### PART 3 - EXECUTION

##### 3.01 GENERAL

Wells to be abandoned under this contract are defined by the following characteristics.

Deer Creek WTP Well No. 1:

Location: 7320 SW 103<sup>rd</sup> Lane, Ocala, FL (On site)  
Attributes: Diameter = 4-inch  
Casing Depth = (Unknown) feet  
Total Depth = 160 feet  
Nominal Bore Hole Dia. = 4-inch

Woods & Meadows WTP Well No. 1:

Location: 8548 SW 67<sup>th</sup> Terrace, Ocala, FL (On site)  
Attributes: Diameter = 6-inch  
Casing Depth = 80 feet  
Total Depth = 220 feet  
Nominal Bore Hole Dia. = 6-inch

Woods & Meadows WTP Well No. 2:

Location: 8548 SW 67<sup>th</sup> Terrace, Ocala, FL (On site)  
Attributes: Diameter = 6-inch  
Casing Depth = 82 feet  
Total Depth = 220 feet  
Nominal Bore Hole Dia. = 6-inch

## SECTION 02673

### WELL CONSTRUCTION AND ABANDONMENT

Top of casing and well caps are located above grade.

#### 3.02 GEOPHYSICAL LOGGING (NOT Required)

Geophysical well logging shall be conducted for all wells prior to any construction activity at the sites, other than uncovering and removing the cap from the wells. As a minimum requirement Natural Gamma and Caliper logs are required. Casing and total well depths identified herein shall be verified during logging. The Contractor shall notify the Water Management District (WMD) at least 24 hours prior to commencement of geophysical logging and abandonment procedures. Upon completion of the logs, one (1) electronic pdf copy and two (2) certified hard copies of each log shall be submitted to the ENGINEER.

#### 3.03 PROTECTION OF QUALITY OF WATER

##### A. Precautions to be taken:

The Contractor shall take such precautions as are necessary or as may be required permanently to prevent contaminated water or water having undesirable physical or chemical characteristics from entering through the well opening. He shall also take all necessary precautions during the construction period to prevent contaminated water, gasoline, or any other contaminant from entering the well, whether through the opening or by seepage through the ground surface.

#### 3.04 ABANDONMENT PROCEDURES

##### A. Plugging of Bore Hole

The well bore hole shall be filled with gravel as specified in Section 02673(2.02) from the bottom of bore hole to within 15 to 20 feet below the casing bottom. Gravel shall be installed in a manner which prevents bridging. Approved methods include pumping by tremy pipe, or gravity feeding. The gravel depth within the well shall be determined by tagging and reporting the total well depth to ENGINEER prior to commencing gravel backfill. The Water management District shall be notified of the final gravel depth. Conditions shall be confirmed by district staff before cement grouting commences.

##### B. Cement Grouting of Cased Hole

Neat cement slurry as specified in Section 02673(2.01) shall be pumped (tremied) at volume intervals acceptable to district staff. The minimum setting time required for grouting is 12 hours. The well depth to the top of grout shall be determined by tagging. Additional grout shall be installed at the discretion of the Water Management District.

## **SECTION 02673**

### **WELL CONSTRUCTION AND ABANDONMENT**

#### **3.05 RESTORATION**

The excavated area around the well if any, shall be backfilled with original material and graded to a level continuous with the surrounding construction area. Restoration to near pre-construction conditions is required by the contractor including pavement, sidewalk, or grass patching.

#### **3.06 COMMUNICATION WITH ENGINEER**

Daily communication with the office of the ENGINEER is required during all phases of well abandonment (mobilization, demobilization, abandonment procedures, etc.). The Contractor shall notify the office of the ENGINEER when as-bid unit quantities are to be modified due to conditions encountered at the construction site. Any changes in quantities must be approved through a change order approved by the OWNER and ENGINEER.

#### **3.07 TEMPORARY CAPPING REQUIREMENTS**

At all times during the progress of the work, the Contractor shall protect the well in such a manner as to effectively prevent either tampering with the well, or the entrance of foreign matter into it. Upon completion of the well, the Contractor shall provide and set a substantial screwed flange or welded cap satisfactory to the Engineer.

#### **3.09 MISCELLANEOUS WORK AND MATERIALS**

Any other miscellaneous items required to construct the well in accordance with SWFWMD F.A.C. 40D-3 and FDEP F.A.C. 62-532 regulations and these specifications shall be considered to be included in the items bid in the proposal and the bid prices reflect this. No additional compensation shall be paid.

**END OF SECTION**



STATE OF FLORIDA PERMIT APPLICATION TO CONSTRUCT, REPAIR, MODIFY, OR ABANDON A WELL

- Southwest
Northwest
St. Johns River
South Florida
Suwannee River
DEP
Delegated Authority (If Applicable)

PLEASE FILL OUT ALL APPLICABLE FIELDS
(\*Denotes Required Fields Where Applicable)
The water well contractor is responsible for completing this form and forwarding the permit application to the appropriate delegated authority where applicable.

Permit No.
Florida Unique ID
Permit Stipulations Required (See Attached)
62-524 Quad No. Delineation No.
CUP/WUP Application No.
ABOVE THIS LINE FOR OFFICIAL USE ONLY

1. Owner, Legal Name if Corporation Address City State ZIP Telephone Number
2. Well Location - Address, Road Name or Number, City
3. Parcel ID No. (PIN) or Alternate Key (Circle One) Lot Block Unit
4. Section or Land Grant Township Range County Subdivision Check if 62-524: Yes No
5. Water Well Contractor License Number Telephone Number E-mail Address
6. Water Well Contractor's Address City State ZIP
7. Type of Work: Construction Repair Modification Abandonment
8. Number of Proposed Wells Reason for Repair, Modification, or Abandonment
9. Specify Intended Use(s) of Well(s): Domestic Landscape Irrigation Agricultural Irrigation Site Investigation Bottled Water Supply Recreation Area Irrigation Livestock Monitoring Public Water Supply (Limited Use/DOH) Nursery Irrigation Test Public Water Supply (Community or Non-Community/DEP) Commercial/Industrial Earth-Coupled Geothermal Golf Course Irrigation HVAC Supply Class I Injection HVAC Return Class V Injection: Recharge Commercial/Industrial Disposal Aquifer Storage and Recovery Drainage Remediation: Recovery Air Sparge Other (Describe) Other (Describe) (Note: Not all types of wells are permitted by a given permitting authority)
10. Distance from Septic System if <= 200 ft. 11. Facility Description 12. Estimated Start Date
13. Estimated Well Depth ft. Estimated Casing Depth ft. Primary Casing Diameter in. Open Hole: From To ft.
14. Estimated Screen Interval: From To ft.
15. Primary Casing Material: Black Steel Galvanized PVC Stainless Steel Not Cased Other:
16. Secondary Casing: Telescope Casing Liner Surface Casing Diameter in.
17. Secondary Casing Material: Black Steel Galvanized PVC Stainless Steel Other
18. Method of Construction, Repair, or Abandonment: Auger Cable Tool Jetted Rotary Sonic Combination (Two or More Methods) Hand Driven (Well Point, Sand Point) Hydraulic Point (Direct Push) Horizontal Drilling Plugged by Approved Method Other (Describe)
19. Proposed Grouting Interval for the Primary, Secondary, and Additional Casing: From To Seal Material (Bentonite Neat Cement Other)
20. Indicate total number of existing wells on site List number of existing unused wells on site
21. Is this well or any existing well or water withdrawal on the owner's contiguous property covered under a Consumptive/Water Use Permit (CUP/WUP) or CUP/WUP Application? Yes No If yes, complete the following: CUP/WUP No. District Well ID No.
22. Latitude Longitude
23. Data Obtained From: GPS Map Survey Datum: NAD 27 NAD 83 WGS 84
I hereby certify that I will comply with the applicable rules of Title 40, Florida Administration Code, and that a water use permit or artificial recharge permit, if needed, has been or will be obtained prior to commencement of well construction. I further certify that all information provided in this application is accurate and that I will obtain necessary approval from other federal, state, or local governments, if applicable. I agree to provide a well completion report to the District within 30 days after completion of the construction, repair, modification, or abandonment authorized by this permit, or the permit expiration, whichever occurs first.
I certify that I am the owner of the property, that the information provided is accurate, and that I am aware of my responsibilities under Chapter 373, Florida Statutes, to maintain or properly abandon this well; or, I certify that I am the agent for the owner, that the information provided is accurate, and that I have informed the owner of his responsibilities as stated above. Owner consents to allowing personnel of this WMD or Delegated Authority access to the well site during the construction, repair, modification, or abandonment authorized by this permit.

\*Signature of Contractor License No. \*Signature of Owner or Agent \*Date
DO NOT WRITE BELOW THIS LINE - FOR OFFICIAL USE ONLY
Approval Granted By Issue Date Expiration Date Hydrologist Approval Initials
Fee Received \$ Receipt No. Check No.
THIS PERMIT IS NOT VALID UNTIL PROPERLY SIGNED BY AN AUTHORIZED OFFICER OR REPRESENTATIVE OF THE WMD OR DELEGATED AUTHORITY. THE PERMIT SHALL BE AVAILABLE AT THE WELL SITE DURING ALL CONSTRUCTION, REPAIR, MODIFICATION, OR ABANDONMENT ACTIVITIES.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**  
2379 BROAD STREET, BROOKSVILLE, FL 34604-6899  
PHONE: (352) 796-7211 or (800) 423-1476  
WWW.SWFWMD.STATE.FL.US

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**  
4049 REID STREET, PALATKA, FL 32178-1429  
PHONE: (386) 329-4500  
WWW.SJRWMD.COM

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**  
152 WATER MANAGEMENT DR., HAVANA, FL 32333-4712  
(U.S. Highway 90, 10 miles west of Tallahassee)  
PHONE: (850) 539-5999  
WWW.NWFWMD.STATE.FL.US

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**  
P.O. BOX 24680  
3301 GUN CLUB ROAD  
WEST PALM BEACH, FL 33416-4680  
PHONE: (561) 686-8800  
WWW.SFWMD.GOV

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT**  
9225 CR 49  
LIVE OAK, FL 32060  
PHONE: (386) 362-1001 or (800) 226-1066 (Florida only)  
WWW.MYSUWANNEERIVER.COM

Comments:

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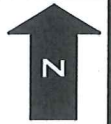
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**General Site Map of Proposed Well Location**



Identify known roads and landmarks. Give distances from all reference points or structures, septic systems, sanitary hazards, and contamination sources, if applicable.





STATE OF FLORIDA WELL COMPLETION REPORT

- Southwest
Northwest
St. Johns River
South Florida
Suwannee River
DEP
Delegated Authority (If Applicable)

PLEASE, FILL OUT ALL APPLICABLE FIELDS
(\*Denotes Required Fields Where Applicable)

Date Stamp
Official Use Only

1.\*Permit Number \*CUP/WUP Number \*DID Number 62-524 Delineation No.
2.\*Number of permitted wells constructed, repaired, or abandoned \*Number of permitted wells not constructed, repaired, or abandoned
3.\*Owner's Name 4.\*Completion Date 5. Florida Unique ID
6. \*Well Location - Address, Road Name or Number, City, ZIP
7. \*County \*Section Land Grant \*Township \*Range
8. Latitude Longitude
9. Data Obtained From: GPS Map Survey Datum: NAD 27 NAD 83 WGS 84

10.\*Type of Work: Construction Repair Modification Abandonment
11.\*Specify Intended Use(s) of Well(s):
Domestic Landscape Irrigation Agricultural Irrigation Site Investigation
Bottled Water Supply Recreation Area Irrigation Livestock Monitoring
Public Water Supply (Limited Use/DOH) Nursery Irrigation Test
Public Water Supply (Community or Non-Community/DEP) Commercial/Industrial Earth-Coupled Geothermal
Class I Injection Golf Course Irrigation HVAC Supply
Class V Injection: Recharge Commercial/Industrial Disposal Aquifer Storage and Recovery Drainage
Remediation: Recovery Air Sparge Other (Describe)
Other (Describe)

12.\*Drill Method: Auger Cable Tool Rotary Combination (Two or More Methods) Jetted Sonic
Horizontal Drilling Hydraulic Point (Direct Push) Other
13.\*Measured Static Water Level ft. Measured Pumping Water Level ft. After Hours at GPM
14.\*Measuring Point (Describe) Which is ft. Above Below Land Surface \*Flowing: Yes No
15.\*Casing Material: Black Steel Galvanized PVC Stainless Steel Not Cased Other
16.\*Total Well Depth ft. Cased Depth ft. \*Open Hole: From To ft. \*Screen: From To ft. Slot Size

17.\*Abandonment: Other (Explain)
From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
18.\*Surface Casing Diameter and Depth:
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
19.\*Primary Casing Diameter and Depth:
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
20.\*Liner Casing Diameter and Depth:
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
21.\*Telescope Casing Diameter and Depth:
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other

22. Pump Type (If Known): Centrifugal Jet Submersible Turbine
Horsepower Pump Capacity (GPM)
Pump Depth ft. Intake Depth ft.
23. Chemical Analysis (When Required):
Iron ppm Sulfate ppm Chloride ppm
Laboratory Test Field Test Kit
24. Water Well Contractor:
\*Contractor Name \*License Number E-mail Address
\*Contractor's Signature \*Driller's Name (Print or Type)

(I certify that the information provided in this report is accurate and true.)

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**  
2379 BROAD STREET, BROOKSVILLE, FL 34604-6899  
PHONE: (352) 796-7211 or (800) 423-1476  
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**SUWANNEE RIVER WATER MANAGEMENT DISTRICT**  
9225 CR 49  
LIVE OAK, FL 32060  
PHONE: (386) 362-1001 or (800) 226-1066 (Florida only)  
WWW.MYSUWANNEERIVER.COM

**\*DRILL CUTTINGS LOG** (Examine cuttings every 20 ft. or at formation changes. Note cavities and depth to producing zone. Grain Size: F=Fine, M=Medium, and C=Coarse)

From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____
From _____ ft.	To _____ ft.	Color _____	Grain Size (F, M, C) _____	Material _____

Comments:  
\_\_\_\_\_  
\_\_\_\_\_

**\*Detailed Site Map of Well Location**



Give distances from all reference points or structures, septic systems, sanitary hazards, and contamination sources within 500 ft. of well.

**BID 25B-039**  
**Deer Creek and Woods & Meadows Water Treatment Plant**  
**Decommissioning**  
**BID FORM**

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

**ALTERNATES/EQUIVALENTS:** When alternate line items are offered in addition to the base bid, the County reserves the right to consider any combination of the base bid plus any alternate(s) deemed necessary in order to establish the overall bid. Recommendation of award will be based on the lowest *overall* bid, as determined by the County, for the responsible responsive bidder. When Brand Names are specified, the Contractor must prove demonstrated equivalency prior to the Last Day for Questions and the County reserves the right to reject bids from firms which have failed to receive approvals of acceptable equivalents. See General Conditions, Sec 3.28 for more on equivalency requests.

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

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

[See bid form below]

**BID FORM**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1.01	MOBILIZATION & DEMOBILIZATION	1	LS		\$
1.02	INSURANCE & PERMITS	1	LS		\$
1.03	PAYMENT & PERFORMANCE BOND	1	LS		\$
1.04	GENERAL RESTORATION (BOTH SITES)	1	LS		\$
1.05	MAINTENANCE OF TRAFFIC (BOTH SITES)	1	LS		\$
1.06	GRASSING (BOTH SITES)	1	LS		\$
1.07	SITWORK/GRADING (BOTH SITES)	1	LS		\$
1.08	WATER MAIN CAPPING DEER CREEK WTP	1	LS		\$
1.09	WATER MAIN CAPPING WOODS & MEADOWS WTP	1	LS		\$
1.10	REMOVE DEER CREEK WTP	1	LS		\$
1.11	REMOVE WOODS & MEADOWS WTP	1	LS		\$
1.12	ABANDON DEER CREEK WTP WELL (4 IN DIA.; CASING DEPTH UNKNOWN; TOTAL DEPTH 160 FT)	1	EA		\$
1.13	ABANDON WOODS & MEADOWS WTP WELL (6 IN DIA.; CASING DEPTH 82 FT; TOTAL DEPTH 220 FT)	2	EA	\$	\$
<b>Total</b>					\$

Name of Firm Submitting Bid \_\_\_\_\_

Name of Person Submitting Bid \_\_\_\_\_

***This document must be completed and returned with your Submittal***

**BID 25B-039 - Deer Creek and Woods & Meadows Water Treatment Plant Decommissioning**

**DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS**

**\*\*\*USE ADDITIONAL PAGES, IF NECESSARY\*\*\***

**Name of Firm** \_\_\_\_\_

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

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

Point of Contact: \_\_\_\_\_ Phone Number \_\_\_\_\_

Physical Office Address: \_\_\_\_\_

Email Address \_\_\_\_\_

County in which business is registered as an entity: \_\_\_\_\_

Firm's % of Workload/Responsibility under this project \_\_\_\_\_

Firm is a [ ] Joint Venturer (partner in this project) [ ] Subcontractor\* FEID #: \_\_\_\_\_

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

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

Point of Contact: \_\_\_\_\_ Phone Number \_\_\_\_\_

Physical Office Address: \_\_\_\_\_

Email Address \_\_\_\_\_

County in which business is registered as an entity: \_\_\_\_\_

Firm's % of Workload/Responsibility under this project \_\_\_\_\_

Firm is a [ ] Joint Venturer (partner in this project) [ ] Subcontractor\* FEID #: \_\_\_\_\_

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

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

Point of Contact: \_\_\_\_\_ Phone Number \_\_\_\_\_

Physical Office Address: \_\_\_\_\_

Email Address \_\_\_\_\_

County in which business is registered as an entity: \_\_\_\_\_

Firm's % of Workload/Responsibility under this project \_\_\_\_\_

Firm is a [ ] Joint Venturer (partner in this project) [ ] Subcontractor\* FEID #: \_\_\_\_\_

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

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

*This document must be completed and returned with your Submittal*

## SIMILAR WORK DETAIL

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

Entity Name:	
How the scope of work applies to this ITB:	
Entity Address:	
City, State, ZIP:	Phone Number:
Point of Contact:	E-mail:

Entity Name:	
How the scope of work applies to this ITB:	
Entity Address:	
City, State, ZIP:	Phone Number:
Point of Contact:	E-mail:

Entity Name:	
How the scope of work applies to this ITB:	
Entity Address:	
City, State, ZIP:	Phone Number:
Point of Contact:	E-mail:

***This document must be completed and returned with your Submittal***

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that I/we \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Insert full name of Contractor)

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

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

called the Obligee, in the sum of \_\_\_\_\_  
(Written Amount)

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

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

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

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

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

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

\_\_\_\_\_  
(Title)

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

\_\_\_\_\_  
Acknowledged, Print Name, Date

\_\_\_\_\_  
Signature

***This document must be completed and returned with your Submittal***

# CONFLICT OF INTEREST STATEMENT

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

## PART 1.

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

## PART 2.

Are you going to request an advisory board member waiver?

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

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

COMPANY \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

***This document must be completed and returned with your Submittal***



# BID 25B-039 - Deer Creek and Woods & Meadows Water Treatment Plant Decommissioning

## Local Firm Certification Statement

*Local vendor preference will not apply unless a qualified application is included with the bid.  
(Not qualifying or not including the certificate does not prevent any company from submitting a bid)*

Local vendor means a Marion County person, firm, or corporation of which:

1. Has its headquarters, manufacturing facilities, or locally owned franchise located in, or having a street address within, the legal boundaries of Marion County for at least one year immediately prior to the issuance of the request for quotation or formal bid solicitation (post office boxes do not qualify as a business address). If a business is operated out of a residence, that residence shall be on record with the Marion County Tax Collector for at least one year immediately prior to the issuance of the solicitation request; and
2. Thirty (30) percent, or more, of its full-time employees working in the locally owned franchise or locally managed facility, shall have primary residences located within the legal boundaries of Marion County; and
3. The owner or principal officer, with legal authorization to execute contracts, of such local vendor maintains a primary residence within the legal boundaries of Marion County.
4. Has a tangible property tax identification for the business address located in Marion County.

Please check one of the following: Office is located in: a residence\_\_\_ or commercial office\_\_\_

**Procurement Services utilizes websites such as the Marion County Property Appraiser's Office, Sunbiz.Org and Google to confirm provided information.**

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

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

Owner/Principal Officer's Name: \_\_\_\_\_

Owner/Principal Officer's Signature: \_\_\_\_\_

Date business established in Marion County? \_\_\_\_\_

The firm DOES\_\_\_ DOES NOT \_\_\_\_\_ qualify as a local firm for this bid.

*By signing this certification statement, the vendor affirms that the above information is true and accurate and has not knowingly provided false information. I make this certification with full knowledge that should any information be proved false that my company may be excluded from bidding on County projects for up to three (3) years.*

**LOCAL VENDOR PREFERENCE:** If a low bid is received by a responsive responsible bidder who is not a local vendor, and the second low bidder is a local vendor submitting a responsive responsible bid within 10% of the low bid, both the low bidder and the second low bidder will have the opportunity to present a Best-and-Final-Offer ("BFO" or bid-off) at a price that shall not exceed the original offer. **FIRMS WILL BE NOTIFIED BY EMAIL WITHIN 48 HOURS, and PUBLIC POST TO DEMANDSTAR IF THEY QUALIFY FOR THE BFO.** The BFO will be submitted in a sealed envelope by a date and time set forth by Procurement Services, and the lowest responsive responsible bidder of the BFO will be considered for award. Vendors shall affirm in writing their compliance as a local vendor by filling out this Local Vendor Certificate and returning with their original bid (may NOT be turned in or changed after-the-fact) in their bid packet. A vendor who knowingly misrepresents the local vendor status of its firm in a bid will lose the privilege to claim local vendor status for a period of one year. The Procurement Services Director, at their discretion, may also recommend that the firm be referred for debarment in accordance with Section 2-248 of the procurement code of Marion County.

***This document must be completed and returned with your Submittal***

**BID 25B-039**  
**Deer Creek and Woods & Meadows Water Treatment Plant**  
**Decommissioning**  
**PART 2 - INTENT AND GENERAL INFORMATION**

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

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

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

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

**2.2 HOW TO SUBMIT A BID:** Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required previously stated information appears on the outer package or envelope used by such service. Include all required documents having authorized signatures; itemized and included herein, all must be received in a sealed package prominently marked on the outside with the contact's name, phone number, fax number, e-mail address (if applicable), company name, address along with the project title: **25B-039 - Deer Creek and Woods & Meadows Water Treatment Plant Decommissioning**. DEADLINE and receiving location for submittals in response to this Invitation to Bid is listed on the Cover Page. Submissions by fax or other electronic media will not be accepted *under any circumstances*. Vendors who fail to include the project title or number on the envelope face may be deemed "non-responsive," and such vendors shall have no grounds of protest in the event their submittals are opened in error. The County is not responsible for, and will not accept or consider late offers due to delays caused by any mail, package or courier service, including the US mail, or caused by any other occurrence.

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

- \_\_\_\_\_ \*Vendor Certification/Addendum Acknowledgement/Cover Page
- \_\_\_\_\_ \*Bid Form(s) - (Leave no blanks; indicate N/A or No Bid where applicable)
- \_\_\_\_\_ \*Local Vendor Certification Form – Must be completed to claim local vendor preference

- \_\_\_\_\_ \*Disclosure of Subcontractors and Suppliers
- \_\_\_\_\_ \*Similar Work Detail (minimum of 3) (no older than the past 5 years)
- \_\_\_\_\_ \*Conflict of Interest Statement
- \_\_\_\_\_ \*Bid Bond (or cashier's check) in the amount of 5% of the base bid
- \_\_\_\_\_ Company W-9
- \_\_\_\_\_ Certificate of Insurability - as noted in Section 1.7
- \_\_\_\_\_ Proof of firm entity location (tangible tax listing, firm license or registration on www.sunbiz.org, or other type of location documentation)
- \_\_\_\_\_ Proof of Vendor's Registration with E-Verify
- \_\_\_\_\_ Copy of County-Issued Competency Card registration (per County Ordinance 18-25), and a Demolition License issued by DBPR (per Florida Statute 489)

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

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

**2.5 PRIOR CONTRACT:** The project's current or previous submittal and contract records are available as a Public Record; when requesting this information, reference #N/A

**2.6 BONDING AND RETAINAGE:**

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

**2.7 INSURANCE(S) REQUIRED** Proof of insurability - The submittal shall contain proof of insurability issued by a company authorized to do business in the State of Florida, and with an A.M. Best Company rating

of at least A- for the required insurance(s) listed below. Self-Insured companies that cannot be rated, will also be considered.

#### WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

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

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

#### COMMERCIAL GENERAL LIABILITY

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

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

#### BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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

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

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

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

Anticipated Award Date by BCC or Administration	TBD
Contracts & Bonds Presented to Contractor	TBD
Contracts & Bonds Due back to Procurement	TBD
Anticipated Contractor START date (NTP)	TBD

The contract time for this project is 60 calendar days to Substantial Completion, allowing an additional 30 calendar days to reach Final Completion (including County observed holidays). No work is permitted during any holiday, weekend day or outside the established County workday timeframe, unless approved by the County forty-eight (48) hours in advance. At the Pre-Construction Conference, Contractors shall submit a schedule for performing the work. The Notice to Proceed will not be issued until all required documentation is received by the County. Time shall begin upon issuance of a Notice to Proceed by the County. Adjustments or extensions to the Substantial Completion or Final Completion dates are only acceptable when in writing, issued by the Marion County Procurement Services Department in the form of a Revised Notice to Proceed or Change Order.

**Liquidated Damages** - Damages to the County as a result of the contractor's delay shall be assessed for this project at \$250 per calendar day for any day beyond established completion schedules established herein.

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

**2.12 PUBLIC RECORDS COMPLIANCE SERVICES/CONSTRUCTION IF NO AGREEMENT:**

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

1. Keep and maintain public records required by the County to perform the service.
  - The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. ([See https://dos.myflorida.com/library-archives/records-management/general-records-schedules/](https://dos.myflorida.com/library-archives/records-management/general-records-schedules/))
  - Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the County. CONTRACTOR'S records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If a CONTRACTOR does not comply with the County's request for records, the County shall enforce the provisions in accordance with the contract.
3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the service. If the CONTRACTOR transfers all public records to the County upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon the completion of the contract, the

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

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

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

**2.13 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701:** Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

# **BID 25B-039**

## **Deer Creek and Woods & Meadows Water Treatment Plant Decommissioning**

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

**3.1 PUBLIC ENTITY CRIME:** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**3.2 INDEMNIFICATION :** Contractor shall indemnify and hold harmless County, its officers and employees, from liabilities, damages, and losses, including, but not limited to, property damage, harm or personal injury to third persons, such as death, and costs, including but not limited to reasonable attorneys' fees, which County, its officers or employees may sustain, or which may be asserted against County or its officers, or employees, arising out of the activities contemplated by the Agreement, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the Agreement. This Section shall not be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

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

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

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

**3.6 INTERPRETATION, CLARIFICATIONS AND ADDENDA:** No oral interpretations will be made to any vendor as to the meaning of the Bid Contract Documents. Any inquiry or request for interpretation received by the Marion County Procurement Services Department before the date

listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established Bid opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Bidder fails to acknowledge receipt of such addenda or addendum, his bid will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the BID FORMS and each Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each bidder to verify that he has received all addenda issued before bids are opened.

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

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

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

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

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

**3.11 BIDDER RESPONSIBILITY:** Invitation by the County of Marion to vendors is based on the recipient's specific request and application to DemandStar by Onvia at [www.DemandStar.com](http://www.DemandStar.com) [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State and County law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

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

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

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

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

**3.16 MARION COUNTY BOARD OF COUNTY COMMISSIONERS,** a political subdivision of the State of Florida, reserves the right to reject any and/or all submittals,

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

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

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

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

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



state in the BID FORMS the name and address of each person interested therein.

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

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

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

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

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

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

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

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

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

**3.27 PLANS, FORMS & SPECIFICATIONS:** Bid Packages are available from the Marion County Procurement Services Department. These packages are available for pickup or email at no additional charge. NO BID FORMS will be faxed. If requested to mail, the Bidder must supply a courier account number (UPS, FedEx, etc). Bidders are required to use the official BID FORMS, and all attachments itemized herein, are to be submitted as a single document. BID FORM documents

for this project are free of charge and are available on-line and are downloadable (vendor must pay DemandStar fees or shipping), unless otherwise noted.

### 3.28

**MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Bidder may Bid any brand for which he is an authorized representative, which meets or exceeds the Bid specification for any item(s) and for a County-approved equivalent as specified in writing by addendum to the ITB. Requests for equivalents shall be made prior to the Last Day for Questions, and shall include all materials necessary for the County or Engineer of Record to determine how the equivalent request meets or exceeds the minimum standard or product identified, and not be an exception thereto. Reference to literature submitted with a previous Bid will not satisfy this provision. The County's Procurement Services Department is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the County unless evidenced by a Change Notice issued and signed by the Procurement Services Director, or designated representative.

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

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

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

**3.32 PAYMENT TERMS:** If payment terms are not indicated, terms of NET 30 DAYS shall be applied by the County. Payment terms to apply after receipt of invoice or final acceptance of the product/service, whichever is later. Payment terms offering less than 20 days for payment will not be considered. However the County has implemented a *Visa* credit card program. As a card-accepting vendor, some of the benefits of the program are: payment received within 72 hours

of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, deal directly with the cardholder (in most cases). Vendors accepting payment by the County's p-card (Visa) may not require the County (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a Transaction. Merchant shall not process p-card payments until merchandise/service has been received by the County, in good condition.

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

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

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

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

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

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

- If bid form furnished or authorized is not used or is altered;

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

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

**3.37 FOR FEDERAL AND/OR FDOT FUNDING – TITLE VI/ NONDISCRIMINATION POLICY STATEMENT – APPENDIX A & E:** During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

- **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or

directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

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

**Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the

operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

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

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

**Language and Behavior:** Contractors and their employees cannot engage in behavior that is rude, threatening, or

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

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

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

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

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

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

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

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

#### **A. Certification.**

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

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

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

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

**B. Termination, Threshold Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for One Million

Dollars and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:

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

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

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

3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:

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

c. Been engaged in business operations in Cuba or Syria; or

d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:

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

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2018, and

2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

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