

STANDARD FIXED PRICE AGREEMENT BETWEEN COUNTY AND CONTRACTOR

This Standard Fixed Price Contract Between County and Contractor (this "Agreement"), made by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as the "COUNTY") and **U.S. Water Services Corporation**, located at 4939 Cross Bayou Boulevard,, New Port Richey, FL 34652, possessing FEIN# 20-0008821, (hereinafter referred to as the "CONTRACTOR") under seal for **Golden Holiday WWTP and WTP Decommissioning and Lift Station and Force Main Installation** (hereinafter referred to as the "Project"). COUNTY and CONTRACTOR (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

SECTION 1 THIS AGREEMENT AND THE CONTRACT DOCUMENTS

A. EFFECTIVE DATE

The agreement between COUNTY and CONTRACTOR, of which this Agreement is a part, consists of the Contract Documents defined herein. This Agreement shall be effective on the last signature date set forth below.

B. THE CONTRACT DOCUMENTS

1. The Contract Documents are defined as this Agreement with all its special terms and conditions, if any, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Bid # 26B-083 - Golden Holiday WWTP and WTP Decommissioning and Lift Station and Force Main Installation, the Offer, Project Bid Scope and/or Specifications, Plans and drawings, Any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed

2. CONTRACTOR acknowledges receipt of a copy of each and every Contract Document.
3. The Contract Documents, and each item therein, shall remain the property of COUNTY. CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project.
4. Should any conflict arise between the contract documents and this Agreement, the terms of this Agreement shall govern.

C. ENTIRE AGREEMENT

The Contract Documents form the entire integrated agreement between the Parties for the Project that supersedes prior negotiations, representations or agreements either written or oral. This Agreement may be amended or modified only by a writing.

D. THE PRICE

COUNTY shall pay, and CONTRACTOR shall accept, as full and complete payment for all of the Work required and defined herein, the sum of **Eight Hundred Seventeen Thousand, Four Hundred Ninety-One dollars 00/100 (\$817,491.00) based on unit pricing set forth in the Schedule of Values, Exhibit A, hereto**, (the "Price"). An additional allowance of \$30,000 for City of Ocala cost of installation of electric from US 27 including conductors and setting the transformer, has been set aside and is payable via change order, at actual cost with no markup, with City of Ocala invoices included in the request for payment. The Price shall not be modified except by Change Order as provided in this Agreement.

E. NO PRIVITY WITH OTHERS

Nothing contained in the Contract Documents shall create or be interpreted to create privity or any other contractual agreement between COUNTY and any other person or entity other than CONTRACTOR.

F. INTENT AND INTERPRETATION

1. The intent of this Agreement is to require complete, correct and timely execution of the Work. Any Work that may be required implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by CONTRACTOR for the Price.
2. This Agreement is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by this Agreement.
3. When a word, term or phrase is used in this Agreement, it shall be interpreted or construed, first as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
4. The words "include," "includes," or "including," as used in this Agreement, shall be deemed to be followed by the phrase, "without limitation."
5. The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this Agreement shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Agreement.
6. Words or terms used as nouns in this Agreement shall be inclusive of their singular and plural forms, unless the context or their usage clearly requires a contrary meaning.
7. CONTRACTOR shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to COUNTY of any inconsistency, ambiguity, error or omission which CONTRACTOR may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by COUNTY, or the Architect and/or Engineer, of the Contract Documents, Shop Drawings or Product Data, shall not relieve CONTRACTOR of the continuing duties imposed hereby, nor shall any such approval be evidence of CONTRACTOR's compliance with this Agreement.
8. COUNTY has requested the Architect and/or Engineer to prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, CONTRACTOR acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that CONTRACTOR has not, does not, and will not rely upon any representation or warranties by COUNTY concerning such documents as no such representation or warranties have been or are hereby made.
9. As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.
10. Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control CONTRACTOR in dividing the Work or in establishing the extent or scope of the Work to be performed by subcontractors defined herein.

G. OWNER OF CONTRACT DOCUMENTS

The Contract Documents, and each of them, shall remain the property of COUNTY. CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project.

**SECTION 2
THE WORK**

A. Definition of "Work."

The term "Work" shall mean whatever is done by or required of CONTRACTOR to perform and complete its duties under the Contract Documents, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of CONTRACTOR, fuel, heat, light, cooling and all other utilities as required by this Agreement.

- B. The Work to be performed by CONTRACTOR is generally described in 26B-083 Golden Holiday WWTP and WTP Decommissioning and Lift Station and Force Main Installation, ACCORDING TO THE PLANS AND SPECIFICATIONS FURNISHED BY COUNTY.

SECTION 3 TIME

A. **Time is of The Essence.**

All limitations of time set forth in the Contract Documents are of the essence for all performance obligations in this Agreement.

SECTION 4 SUBSTANTIAL COMPLETION

A. **Definition of "Substantial Completion."**

"Substantial Completion" shall mean the stage in the progression of the Work when Work is sufficiently complete, in accordance with this Agreement, that COUNTY can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

B. **Punch List.**

When CONTRACTOR believes that the Work is substantially complete, CONTRACTOR shall submit to the Architect and/or Engineer a list of items to be completed or corrected ("Punch List Items").

C. **Certificate of Substantial Completion.**

When the Architect and/or Engineer on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of COUNTY and CONTRACTOR for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which CONTRACTOR shall complete the items listed therein.

D. **Payment at Substantial Completion.**

The Certificate of Substantial Completion shall be submitted to COUNTY and CONTRACTOR for their written acceptance of the responsibilities assigned to them in such certificate. Upon such acceptance, Substantial Completion of the Work and execution by both COUNTY and CONTRACTOR of the Certificate of Substantial Completion, COUNTY shall pay CONTRACTOR an amount sufficient to increase total payments to CONTRACTOR to one hundred percent (100%) of the Price less one hundred percent (100%) of the reasonable cost as determined by COUNTY and the Architect and/or Engineer for completing all incomplete Work, correcting and bring into conformance all defective and nonconforming Work, and handling all unsettled claims.

E. **Time and Liquidated Damages.**

1. CONTRACTOR shall commence Work on the **start date set forth in the NOTICE TO PROCEED (the "Start Date")**. CONTRACTOR shall be issued the NOTICE TO PROCEED AFTER ALL CONTRACT DOCUMENTS ARE FILED AND RECORDED TO COUNTY'S SATISFACTION AND PERMITS ISSUED. CONTRACTOR shall achieve Substantial Completion of the Work **no later than 210 Calendar Days from the Notice to Proceed date** and measured by calendar days. The number of calendar days from the Start Date through the date set forth for Substantial Completion, shall constitute the "Time."
2. Failure to complete Work within the Time will cause the charge of liquidated damages per calendar day of delay. At the Pre-Construction Conference, CONTRACTOR shall submit a

schedule for performing the Work. The schedule shall be within the Time allotted for this Project and shall include tentative dates of performance. Time shall begin from the Start Date noted on the Notice to Proceed.

3. Beginning on the first calendar day after scheduled Substantial Completion, liquidated damages shall accrue at **\$500 per calendar day**. When COUNTY reasonably believes that Substantial Completion will be inexcusably delayed, COUNTY shall be entitled, but not required, to withhold from any amounts otherwise due CONTRACTOR an amount then believed by COUNTY to be adequate to recover liquidated damages applicable to such delays. If and when CONTRACTOR overcomes the delay in achieving Substantial Completion, or any part thereof, for which COUNTY has withheld payment, COUNTY shall promptly release to CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

SECTION 5 FINAL COMPLETION

A. Definition of "Final Completion."

Final Completion is defined as having all Work completed, all Punch List Items corrected, final inspection completed and accepted by COUNTY. CONTRACTOR shall achieve Final Completion no later than 30 days after substantial completion, or **30 Calendar Days** from the start date noted on the Notice to Proceed.

B. Certificate for Payment.

When all of the Work is complete and CONTRACTOR is ready for a final inspection, CONTRACTOR shall notify COUNTY and the Architect and/or Engineer thereof in writing. Thereupon, the Architect and/or Engineer will make final inspection of the Work and, if the Work is acceptable under the Contract Documents and this Agreement has been fully performed, the Architect and/or Engineer will promptly issue a final Certificate for Payment certifying to COUNTY that the Project is complete and CONTRACTOR is entitled to the remainder of the unpaid Price (including retainage, if any), less any amount withheld pursuant to this Agreement. If the Architect and/or Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, CONTRACTOR shall bear the cost of such repeat final inspection(s) which may be deducted by COUNTY from CONTRACTOR's final payment.

C. Time and Liquidated Damages.

1. CONTRACTOR or CONTRACTOR's surety, if any, shall pay COUNTY liquidated damages; the sum of **\$500** per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by COUNTY.
2. When COUNTY reasonably believes that Final Completion will be inexcusably delayed, COUNTY shall be entitled, but not required, to withhold from any amounts otherwise due to CONTRACTOR, an amount then believed by COUNTY to be adequate to recover liquidated damages applicable to such delays, if any. When CONTRACTOR overcomes the delay in achieving Final Completion, or any part thereof, for which COUNTY has withheld payment, COUNTY shall promptly release to CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

D. Final Payment.

CONTRACTOR shall not be entitled to final payment until this Agreement is closed out requiring completion by CONTRACTOR and acceptance by COUNTY of the Work and all corrected Punch List Items; Final Inspection completed; and COUNTY's receipt of the following: CONTRACTOR's final Application for Payment requesting release of retainage (if any); CONTRACTOR's affidavit affirming that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which COUNTY, or COUNTY's property might be responsible, have been fully paid or otherwise satisfied; Waivers of Right to Claim Against the Payment Bond (Final Payment) from all subcontractors, as defined in Section 713.01, F.S., who performed Work on the Project; As-Built Survey; and, as applicable, all OEM Manuals; spare parts; all video of area worked on; all FDEP

Clearance for Water and/or Sewer; all testing documents/reports received for any and all ROW Inspections completed and accepted; and, all testing of machinery warranty letters/affidavits.

SECTION 6 INSURANCE

A. No Waiver.

Neither approval by COUNTY, nor failure to disapprove by COUNTY, the insurance furnished by CONTRACTOR, shall relieve CONTRACTOR of its full responsibility for the performance of any obligation, including CONTRACTOR's indemnification of COUNTY under this Agreement.

B. Insurance.

Until Project completion and all Work accepted by COUNTY, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. CONTRACTOR shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, 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-. Self-Insured companies that cannot be rated will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

1. 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.
- CONTRACTOR, 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.
- COUNTY requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

2. 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

3. 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 CONTRACTOR does not own vehicles, CONTRACTOR 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.

SECTION 7 RETAINAGE

A. Retainage amounts for construction services shall be in accordance with Section 218.735, F.S.

B. For contracts in excess of Two Hundred Thousand Dollars (\$200,000), COUNTY may retain from each progress payment made to CONTRACTOR an amount not exceeding five (5%) percent of the payment as retainage.

- C. This retainage does not apply to construction services paid for, in whole or in part, with Federal funds and are subject to Federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act, Sections 218.70-218.80, F.S.
- D. Retainage shall be retained until final payment is issued to CONTRACTOR by COUNTY.

**SECTION 8
PAYMENT OF THE AGREEMENT PRICE**

A. PAYMENT PROCEDURE

COUNTY shall pay the Agreement Price by making progress payments to CONTRACTOR as provided below.

1. Application for Payment.

a. When; Frequency.

After commencement of the Work, and in no event more than once per calendar month, CONTRACTOR shall submit an Application for Payment.

b. Requirements. Each Application for Payment must be:

- 1) For the current work period ending the last working day of the month;
- 2) Received by the Architect and/or Engineer no later than the first calendar day of the following month; and
- 3) In such form and manner, and with such supporting data and content, as COUNTY or the Architect and/or Engineer may require.
- 4) Executed on behalf of CONTRACTOR by its Superintendent designated in Section "16(O)(2)" below.

c. Include; Exclude. The Application for Payment may request payment for:

- 1) That portion of the Agreement Price properly allocable to Agreement requirements including duly provided, labor, materials and equipment correctly incorporated in the Work;
- 2) Plus, that portion of the Agreement Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by COUNTY) for subsequent incorporation in the Work; and
- 3) Less, the total amount of previous payments received from COUNTY.

2. Warranties.

a. As to Title. CONTRACTOR warrants that:

- 1) Title to all Work covered by an Application for Payment will pass to COUNTY no later than the time of payment; and
- 2) All Work for which payments have been received from COUNTY shall be free and clear of liens, claims, security interest or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.

b. As to the Work. In its Application for Payment, CONTRACTOR warrants that:

- 1) The Work has progressed to the level for which payment is requested in accordance with the Schedule of Values (**Exhibit A**);
- 2) The Work has been properly installed or performed in full accordance with this Agreement; and
- 3) CONTRACTOR knows of no reason why payment should not be made as requested.

3. Review.

Thereafter, the Architect and/or Engineer will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity

and quality of the Work is as represented in the Application for Payment and is as required by this Agreement.

4. **Certificate for Payment.** When all of the Work is finally complete and CONTRACTOR is ready for a final inspection, CONTRACTOR, through its Superintendent designated in Section "16(O)(2)" below, shall notify COUNTY and the Architect and/or Engineer thereof in writing. Thereupon, the Architect and/or Engineer will make final inspection of the Work and, if the Work is acceptable under the Contract Documents and this Agreement has been fully performed, the Architect and/or Engineer will promptly issue a final Certificate for Payment certifying to COUNTY that the Project is complete and CONTRACTOR is entitled to the remainder of the unpaid Agreement Price (including retainage, if any), less any amount withheld pursuant to this Agreement. If the Architect and/or Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, CONTRACTOR shall bear the cost of such repeat final inspection(s) which cost may be deducted by COUNTY from CONTRACTOR's final payment.

B. Payment; Payment Amount.

1. Following the Architect's and/or Engineers receipt of each Application for Payment, COUNTY shall make progress payments on account of the Agreement Price to CONTRACTOR in accordance with The Local Government Prompt Payment Act (the "Prompt Payment Act"), Sections 218.70-218.80, Florida Statutes (hereinafter "F.S."). Should CONTRACTOR'S construction services be paid for, in whole or in part, with Federal funds, COUNTY'S progress payments shall be subject to Federal grantor laws and regulations or requirements, if contrary to the Prompt Payment Act.
2. Payment for stored materials and equipment shall be conditioned upon CONTRACTOR's proof satisfactory to COUNTY, that COUNTY has title to such materials and equipment and shall include proof of required insurance.
3. The amount of each progress payment shall be the amount certified for payment by the Architect and/or Engineer less such amounts, if any, otherwise owing by CONTRACTOR to COUNTY or which COUNTY shall have the right to withhold as authorized by this Agreement.

C. No Waiver.

1. The Architect's and/or Engineer's certification of CONTRACTOR's Application for Payment is not a waiver and shall not preclude COUNTY from the exercise of any of its rights as set forth herein.
2. No progress payment, nor any use or occupancy of the Project by COUNTY, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Agreement.
3. Neither COUNTY's review, approval, acceptance or, nor payment for any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and CONTRACTOR shall be and shall remain liable to COUNTY in accordance with applicable law for all damages to COUNTY caused by CONTRACTOR's performance of any of the services furnished under this Agreement.

D. Payment of Subcontractors.

CONTRACTOR shall promptly pay each subcontractor on account of such subcontractor's work, the amount to which such subcontractor is entitled. In the event COUNTY becomes informed that CONTRACTOR has not paid a subcontractor as herein provided, COUNTY shall have the right, but not the duty, to issue future checks in payment to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and such subcontractor as joint payees. Such joint check procedure, if employed by COUNTY, shall create no rights in favor

of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit COUNTY to repeat the procedure in the future.

E. Withheld Payment.

COUNTY may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to CONTRACTOR, to protect COUNTY from loss because of:

1. Defective Work not remedied by CONTRACTOR nor, in the opinion of COUNTY, likely to be remedied by CONTRACTOR;
2. Claims of third parties against COUNTY or COUNTY's property or reasonable evidence indicating probable filing of such claims;
3. Failure by CONTRACTOR to pay subcontractors or others in a timely and proper fashion;
4. Evidence that the Work cannot be completed in accordance with the Contract Documents for the unpaid balance of the Agreement Price;
5. Evidence that the Work will not be completed in the time required for Substantial Completion or Final Completion;
6. Persistent failure to carry out the Work in accordance with the Contract Documents; or
7. Damage to COUNTY or a third party to whom COUNTY is, or may be, liable.

F. Demand For Amounts Previously Paid.

In the event that COUNTY makes written demand upon CONTRACTOR for amounts previously paid by COUNTY as contemplated in this Subsection, CONTRACTOR shall promptly comply with such demand.

G. Unexcused Failure To Pay.

If within ten (10) days after the date established herein for COUNTY's payment to CONTRACTOR, without cause or basis hereunder, fails to pay CONTRACTOR any amount then due and payable to CONTRACTOR, then CONTRACTOR may, after seven (7) additional days written notice to COUNTY and the Architect and/or Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from COUNTY have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of one and a half percent (1.5%) per annum.

**SECTION 9
COUNTY**

A. Information, Services and Items Required From County.

COUNTY shall furnish to CONTRACTOR, at the time of executing this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to CONTRACTOR only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, COUNTY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. COUNTY shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

B. Excluding permits and fees normally the responsibility of CONTRACTOR, COUNTY shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

C. Right to Stop Work.

If CONTRACTOR persistently fails or refuses to perform the Work in accordance with this Agreement, COUNTY may order CONTRACTOR to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or COUNTY orders that Work be resumed. In such event, CONTRACTOR shall immediately obey such order. Failure or refusal to perform the Work in accordance with this Agreement of failure to obey an order of COUNTY shall be deemed a material breach for which COUNTY may immediately terminate this Agreement.

D. Right to Perform Work.

If CONTRACTOR's Work is stopped by COUNTY, and CONTRACTOR fails within seven (7) days of such stoppage to provide adequate written assurance to COUNTY that the cause of such stoppage will be eliminated or corrected, COUNTY may thereafter, without prejudice to any other rights or remedies COUNTY may have against CONTRACTOR, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Price the cost of correcting the subject deficiencies, plus compensation for the Architect's and/or Engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Price is insufficient to cover the amount due COUNTY, CONTRACTOR shall promptly pay the difference to COUNTY.

**SECTION 10
CONTRACTOR**

A. CONTRACTOR shall be responsible for the professional quality of services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its services.

B. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the Parties or as constituting CONTRACTOR, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain an Independent Contractor with respect to all services performed under this Agreement.

C. CONTRACTOR affirms its continuing duty to perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If CONTRACTOR performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect and/or Engineer, CONTRACTOR shall bear the responsibility for such performance and shall bear the cost of correction.

D. CONTRACTOR shall perform the Work strictly in accordance with this Agreement.

E. CONTRACTOR shall supervise and direct the Work using CONTRACTOR's best skill, effort and attention. CONTRACTOR shall be responsible to COUNTY for any and all acts or omissions of CONTRACTOR, its employees and others engaged in the Work on behalf of CONTRACTOR.

F. 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 the date of COUNTY's issuance of final payment to CONTRACTOR and shall be for a period of one (1) year.

G. Permits and Fees.

CONTRACTOR shall obtain and pay for all permits, fees and licenses necessary and/or ordinary for the Work. CONTRACTOR shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

H. Funding Source/ Labor.

1. If construction under this Agreement is funded by State funds, CONTRACTOR shall:
 - a. Give preference to the employment of State residents for the performance of the Work on the Project if State residents have substantially equal qualifications to those of nonresidents, and
 - b. Post its employment needs in the job bank of the Florida Department of Economic Opportunity.
2. If the Work involves the expenditure of Federal aid funds, this Section shall not be enforced in such a manner as to conflict with or be contrary to Federal law:
 - a. Prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or
 - b. Prohibiting as unlawful any other preference or discrimination among U.S. citizens.

I. Indemnity.

1. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its elected officials, officers, employees, and agents, from and against any fines, suits, claims, demands, penalties, liabilities, losses, settlements, judgments, awards, and expenses, including reasonable attorney's fees and costs (and reasonable attorney's fees and costs on appeal), and damages (including but not limited to actual and consequential damages), which COUNTY, its elected officials, officers, employees, and agents may sustain, or which may be asserted against them, arising out of or allegedly arising out of or related to the activities contemplated by this Agreement, including, without limitation, harm or personal injury to third persons, to the extent attributable to the actions of CONTRACTOR, its agents and/or employees as well as any negligent, willful, or wrongful misconduct, knowing misrepresentation or breach of this Agreement by CONTRACTOR, its agents, and/or employees.
2. In claims against any person or entity indemnified under this Section by an employee of CONTRACTOR, a subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount of type or damages, compensation or benefits payable by or for CONTRACTOR or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. This section shall survive the termination of this Agreement.

**SECTION 11
CONTRACT ADMINISTRATION**

A. The Architect and/or Engineer.

Mitchell Chauncey, P.E., Ardurra Group is COUNTY's referenced "Architect and/or Engineer." In the event COUNTY should find it necessary or convenient to replace the Architect and/or Engineer, COUNTY shall retain a replacement and the status of the replacement shall be that of the former Architect and/or Engineer.

B. Architect and/or Engineer Administration.

1. The Architect and/or Engineer, unless otherwise directed by COUNTY in writing, will perform those duties and discharge those responsibilities allocated to the Architect and/or Engineer as set forth in Contract Documents. The Architect and/or Engineer shall be COUNTY's representative from the effective date of this Agreement until the date Architect and/or Engineer issues a final Certificate for Payment. The Architect and/or Engineer shall be authorized to act on behalf of COUNTY only to the extent provided in the Contract Documents
2. COUNTY and CONTRACTOR shall communicate with each other in the first instance through the Architect and/or Engineer.
3. The Architect and/or Engineer shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by CONTRACTOR. The Architect and/or Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of CONTRACTOR.
4. The Architect and/or Engineer will review CONTRACTOR's Applications for Payment and will certify to COUNTY for payment to CONTRACTOR, those amounts then due CONTRACTOR as provided in this Agreement.
5. The Architect and/or Engineer shall have authority to reject Work that is defective or does not conform to the requirements of the Contract Documents. If the Architect and/or Engineer deems

it necessary or advisable, the Architect and/or Engineer shall have authority to require additional inspection or testing of the Work for compliance with the Contract Documents.

6. The Architect and/or Engineer will review and approve, or take other appropriate action as necessary, concerning CONTRACTOR's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.
7. The Architect and/or Engineer will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.
8. The Architect and/or Engineer shall, upon written request from CONTRACTOR, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, will receive and forward to COUNTY for COUNTY's review and records, written warranties and related documents required by the Contract Documents and will issue a final Certificate for Payment upon compliance with the requirements of Contract Documents.
9. The Architect's and/or Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

C. Claims by CONTRACTOR.

1. All CONTRACTOR claims shall be initiated by written notice and claim sent to COUNTY and the Architect and/or Engineer. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
2. Pending final resolution of any claim of CONTRACTOR, CONTRACTOR shall diligently proceed with the Work and COUNTY shall continue to make payments to CONTRACTOR in accordance with Contract Documents. The resolution of any claim under this Subsection shall be reflected by a Change Order executed by COUNTY, the Architect and/or Engineer and CONTRACTOR.

D. Claims for Concealed and Unknown Conditions - Should concealed and unknown conditions be encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by Contract Documents, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in work of the character provided for in Contract Documents, be encountered, the Price shall be equitably adjusted by Change Order upon the written notice and claim by either Party made within seven (7) days after the first observance of the condition. As a condition precedent to COUNTY having any liability to CONTRACTOR for concealed or unknown conditions, CONTRACTOR must give COUNTY and the Architect and/or Engineer written notice and claim as provided in this Subsection, and shall constitute a waiver by CONTRACTOR of any claim arising out of or relating to such concealed or unknown condition.

E. Claims for Additional Cost – If CONTRACTOR wishes to make a claim for an increase in the Price, as a condition precedent to any liability of COUNTY therefore, CONTRACTOR shall give the Architect and/or Engineer written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by CONTRACTOR before proceeding to execute any additional or changed Work. The failure by CONTRACTOR to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

1. In connection with any claim by CONTRACTOR against COUNTY for compensation in excess of the Price, any liability of COUNTY for CONTRACTOR's cost shall be strictly limited to direct costs incurred by CONTRACTOR and shall in no event include indirect costs or consequential damages of CONTRACTOR. COUNTY shall not be liable to CONTRACTOR for claims of third parties, including subcontractors, unless and until liability of CONTRACTOR for claims of third parties has been established therefore in a court of competent jurisdiction.

F. Claims for Additional Time – If CONTRACTOR is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by COUNTY or someone acting in COUNTY's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond CONTRACTOR's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of CONTRACTOR to COUNTY and the Architect

and/or Engineer, for such reasonable time as the Architect and/or Engineer may determine. Any notice and claim for an extension of time by CONTRACTOR shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail CONTRACTOR's basis for requiring additional time in which to complete the Project. In the event the delay to CONTRACTOR is a continuing one, only one notice and claim for additional time shall be necessary. If CONTRACTOR fails to make such claim as required in this Subsection, any claim for extension of time shall be waived.

SECTION 12 SUBCONTRACTORS

A. Definition.

A subcontractor is an entity which has a direct contract with CONTRACTOR to perform a portion of the Work.

B. Award of Subcontractors.

1. Upon execution of this Agreement, CONTRACTOR shall furnish COUNTY, in writing, the names of persons or entities proposed by CONTRACTOR to act as a subcontractor on the Project. COUNTY shall promptly reply to CONTRACTOR, in writing, stating any objections COUNTY may have to such proposed subcontractor. CONTRACTOR shall not subcontract with any Party to whom COUNTY has objections.
2. All subcontracts shall afford CONTRACTOR rights against the subcontractor which correspond to those rights afforded to COUNTY against CONTRACTOR herein, including those rights afforded to COUNTY.

SECTION 13 CHANGES IN THE WORK

A. Changes Permitted.

Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Field Order or by Change Order.

B. Field Orders.

The Architect and/or Engineer shall have authority to order minor changes in the Work not involving a change in the Price or in Agreement Time and not inconsistent with the intent of this Agreement. Such changes shall be signed by CONTRACTOR's Superintendent designated in Section "16(O)(2)" below, and shall be binding upon CONTRACTOR. CONTRACTOR shall carry out such Field Orders promptly.

C. "Change Order" Defined.

Change Orders shall mean a written order to CONTRACTOR executed by COUNTY and the Architect and/or Engineer, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Price or the Time, or any combination thereof. The Price and the Time may be changed only by Change Order. Changed Work cannot be started until a fully executed Change Order is on file with COUNTY; including but not limited to Change Orders that need approval of COUNTY's Board of County Commissioners. Every Change Order shall be executed on behalf of CONTRACTOR only by that individual signing this Agreement on behalf of CONTRACTOR.

D. Changes in the Unit Prices.

1. If unit prices are provided for in this Agreement, any changes in the unit prices, as set forth on Exhibit A, resulting from a Change Order, shall be determined as follows: (a) by mutual agreement between COUNTY and CONTRACTOR as evidenced by (1) the change in the unit prices being set forth in the Change Order, (2) such change in the unit prices, together with any conditions or requirements related thereto, being initialed by both Parties and (3) CONTRACTOR's execution

of the Change Order, or (b) if no mutual agreement occurs between COUNTY and CONTRACTOR, then, as provided below.

2. If no mutual agreement occurs between COUNTY and CONTRACTOR as contemplated above, the change in the unit prices, if any, shall then be determined by the Architect and/or Engineer on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Price, a reasonable allowance for direct job site overhead and profit. In such case, CONTRACTOR shall present, in such form and with such content as COUNTY or the Architect and/or Engineer requires, an itemized accounting of such expenditures or savings plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery, costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from CONTRACTOR or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with CONTRACTOR's home office or other non-job site overhead expense be included in any change in the Price. Pending final determination of reasonable expenditures or savings to COUNTY, payments on account shall be made to CONTRACTOR on the Architect and/or Engineer's Certificate for Payment.
3. If unit prices are provided in this Agreement, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to COUNTY or to CONTRACTOR, the applicable unit prices shall be equitably adjusted.

E. Effect of Executed Change Order.

The execution of a Change Order by CONTRACTOR shall constitute conclusive evidence of CONTRACTOR's agreement to this Agreement as thus amended, the Price, Time and the changes in the Work. CONTRACTOR, by executing the Change Order, waives and forever releases any claim against COUNTY for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

F. Notice of Surety; Consent.

CONTRACTOR shall notify and obtain the consent and approval of CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approvals are required by CONTRACTOR's surety or by law. CONTRACTOR's execution of the Change Order shall constitute CONTRACTOR's warranty to COUNTY that the surety has been notified of and consents to have expressly consented thereto. CONTRACTOR shall provide to COUNTY a rider to the original bond as provided by the surety.

SECTION 14 UNCOVERING AND CORRECTING WORK

A. Uncovering Work.

If any of the Work is covered contrary to the Architect and/or Engineer's request or to any provisions of the Contract Documents, it shall, if required by the Architect and/or Engineer or COUNTY, be uncovered for the Architect and/or Engineer's inspection and shall be properly replaced at CONTRACTOR's expense without change in the Time.

B. Correct Work.

1. Any defects or deficiencies in materials or workmanship that are deemed by the Architect and/or Engineer or COUNTY as needing immediate correction shall be addressed within thirty (30) days of written notification. Failure to correct the deficiencies within thirty (30) days will result in the deduction of time against the overall Time for completion.
2. CONTRACTOR shall immediately proceed to correct Work rejected by the Architect and/or Engineer as defective or failing to conform to the Contract Documents. CONTRACTOR shall pay

all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to COUNTY for the Architect and/or Engineer's services and expenses made necessary thereby.

C. Warranty.

If within one (1) year after the date of COUNTY's issuance of final payment to CONTRACTOR any of the Work is found to be defective or not in accordance with the Contract Documents, CONTRACTOR shall correct it promptly upon receipt of written notice from COUNTY. This obligation shall survive final payment by COUNTY and termination of this Agreement. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

D. One Year Duty.

Nothing contained in this Section shall establish any period of limitation with respect to other obligations which CONTRACTOR has under the Contract Documents. Establishment of the one year time period relates only to the duty of CONTRACTOR to specifically correct the Work.

E. County May Accept Defective or Nonconforming Work.

If COUNTY chooses to accept defective or nonconforming Work, COUNTY may do so. In such event, the Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Price, if any, is insufficient to compensate COUNTY for its acceptance of defective or nonconforming Work, CONTRACTOR shall, upon written demand from COUNTY, pay COUNTY such remaining compensation for accepting defective or nonconforming Work.

**SECTION 15
AGREEMENT TERMINATION**

A. TERMINATION.

Either Party, upon determination that the other Party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting Party in the manner specified for the giving of notices herein. Termination of this Agreement by either Party for any reason shall have no effect upon the rights or duties accruing to the Parties prior to termination.

1. Termination by COUNTY For Cause.

- a. If CONTRACTOR persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Agreement, then COUNTY may provide written notice to CONTRACTOR, without prejudice to any other right or remedy, terminate the employment of CONTRACTOR and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR any may finish the Work by whatever methods it may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished.
- b. In the event the employment of CONTRACTOR is terminated by COUNTY for cause and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the referenced provisions shall apply.

- c. COUNTY has the right to reject participation in this Agreement from anyone who has had previous business with COUNTY and therein failed to comply with the contract governing the project, who has been in litigation with COUNTY, or who has failed to obey the laws.

2. Termination by COUNTY For Convenience

- a. COUNTY reserves the right to terminate performance under this Agreement by CONTRACTOR for convenience. COUNTY shall give written notice of such termination to CONTRACTOR to specify when termination becomes effective.
- b. CONTRACTOR shall incur no further obligations in connection with the Work and CONTRACTOR shall stop Work when such termination becomes effective. CONTRACTOR shall also terminate outstanding orders and subcontractors. CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and/orders. COUNTY may direct CONTRACTOR to assign CONTRACTOR's right, title and interest under terminated orders or subcontracts to COUNTY or its designee.
- c. CONTRACTOR shall transfer title and deliver to COUNTY such completed or partially completed Work and materials, equipment, parts, fixtures, information and contract rights as CONTRACTOR may have.
- d. CONTRACTOR shall submit a termination claim to COUNTY and the Architect and/or Engineer specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect and/or Engineer. If CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, COUNTY shall pay CONTRACTOR, an amount derived in accordance with the Subsection below.
- e. COUNTY and CONTRACTOR may agree to the compensation, if any, due to CONTRACTOR hereunder.
- f. Absent agreement to the amount due to CONTRACTOR, COUNTY shall pay CONTRACTOR the following amounts:
 - (1) Contract prices for labor, materials, equipment and other services accepted under this Agreement.
 - (2) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating CONTRACTOR's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that CONTRACTOR would have not profited or would have sustained a loss if the entirety of this Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any.
 - (3) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders. These costs shall not include amounts paid in accordance with other provisions hereof. This total sum to be paid CONTRACTOR shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

3. For Loss of Funding/Cancellation for Unappropriated Funds.

CONTRACTOR acknowledges that during any fiscal year COUNTY shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Consequently, any agreement, verbal or written, COUNTY may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. COUNTY may enter into agreements whose duration exceeds one year, however any such agreement shall be executory only for the value of the services to be rendered which COUNTY agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, COUNTY's performance and obligation to pay CONTRACTOR under this Agreement is contingent upon annual appropriations being made for that purpose. If during the term of this Agreement COUNTY does not make an annual appropriation necessary to continue its performance under this Agreement, then this Agreement shall terminate upon the expiration date. The Parties will execute an amendment to this Agreement that confirms any termination required by this Section.

**SECTION 16
MISCELLANEOUS**

A. LAW, VENUE, WAIVER OF JURY TRIAL, ATTORNEY'S FEES.

This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one Party than against the other because it may have been drafted by one of the Parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for State or Federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the Parties consent to trial by the court and waive right to jury trial, (3) the prevailing Party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of this Agreement.

B. SUCCESSORS AND ASSIGNS.

COUNTY and CONTRACTOR bind themselves, their successors, assigns and legal representatives to the other Party hereto and to successors, assigns and legal representatives of such other Party in respect to covenants, agreements and obligations contained in this Agreement. CONTRACTOR shall not assign this Agreement without written consent of COUNTY and only with a document of equal dignity herewith.

C. SURETY BONDS.

CONTRACTOR shall, if required, acquire, record with the County Clerk, and furnish separate payment and performance bonds to COUNTY. Each bond shall set forth a penal sum in an amount not less than the Price. Each bond furnished by CONTRACTOR shall incorporate by reference the terms of this Agreement as fully as though they were set forth verbatim in such bonds. In the event the Price is adjusted by Change Order executed by CONTRACTOR, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The payment and performance bonds furnished by CONTRACTOR shall be in a form suitable to COUNTY and shall be executed by a surety, or sureties, reasonably suitable to COUNTY, and shall be filed with the County's Clerk of Court.

D. DAMAGE TO PROPERTY.

CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, CONTRACTOR shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

E. USE OF OTHER CONTRACTS.

COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or County governmental agency, school board, community college/State university system or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation and/or this Agreement if it is in the best interest of COUNTY.

F. EMPLOYEE ELIGIBILITY VERIFICATION.

1. 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.
2. 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 Agreement 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 Agreement.

3. By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, 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 Agreement 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 448.095, 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 Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at 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 Agreement 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 Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

G. FORCE MAJEURE.

Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include but not be limited to acts of civil or military authority (including courts or regulatory agencies), war, riot, or insurrection, inability to obtain required permits or licenses, acts of God, hurricanes and severe floods, epidemics and pandemics.

H. COUNTERPARTS.

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such

facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

I. AUTHORITY TO OBLIGATE.

1. The individual signing below is:
 - a. An officer or member of CONTRACTOR verifiable on <https://dos.myflorida.com/sunbiz/> or
 - b. Has, in advance, provided a form of written authority to bind CONTRACTOR in a form acceptable to COUNTY and signed by a representative of CONTRACTOR as described in Section "I(1)(a)" above.
2. The signature by any person to this Agreement shall be deemed a personal warranty by that person that she/he has the full power and authority to bind the entity for which that person is signing and to sign all documents referenced in this Agreement on behalf of CONTRACTOR.

J. PUBLIC RECORDS COMPLIANCE.

A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations, 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

- B. CONTRACTOR shall comply with public records laws, specifically:
1. Keep and maintain public records required by COUNTY to perform the Work;
 2. Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
 4. Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the Work. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
- C. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 F.S. and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of this Agreement.

K. CONTRACTOR CONDUCT.

1. These Guidelines govern CONTRACTOR while doing work on COUNTY's property, as well as its employees, agents, consultants, and others on COUNTY's property in connection with CONTRACTOR's work or at CONTRACTOR's express or implied invitation.

- a. Courtesy and Respect: COUNTY is a diverse government institution, and it is critical that CONTRACTOR and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
 - b. Language and Behavior: CONTRACTOR and its 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. Rough housing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY's property is not permitted under any circumstance.
 - c. No Weapons, Alcohol, or Drugs: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by CONTRACTOR or its employees is prohibited. Offenders will be removed from COUNTY's property and/or reported to law enforcement.
 - d. Smoking: CONTRACTOR and its employees are not permitted to smoke in or near COUNTY's buildings.
 - e. Fraternalization: CONTRACTOR and its employees may not fraternize or socialize with COUNTY's staff.
 - f. Appearance: CONTRACTOR and its employees are required to wear appropriate workwear, hard hats and safety footwear, as the case may be, while on the job. Clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.
 - g. Reporting: CONTRACTOR is required to report any matter involving a violation of these rules or any matter involving health or safety, including any altercations, should be reported to COUNTY's Procurement Services Department immediately.
2. CONTRACTOR is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, 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's property and prohibited actions could result in the immediate termination of any or all contracts or agreements CONTRACTOR has with COUNTY.

L. **SCRUTINIZED COMPANIES.**

A. Certification.

1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this 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 this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this 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 this 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 this 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.

M. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in this Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of this Agreement.

N. ON-GOING COMPLIANCE

The Parties acknowledge that this Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of this Agreement. The Parties understand and agree that this Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform this Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

O. SUPERVISION.

- 1. CONTRACTOR shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from CONTRACTOR to the contrary, the superintendent shall be deemed CONTRACTOR's authorized representative at the site and shall be authorized to receive and accept any and all communications from COUNTY or the Architect and/or Engineer.

2. Key supervisory personnel assigned by CONTRACTOR to this Project are as follows:

	Project Manager
	Superintendent Sole member of personnel to authorized to execute Applications for Payment, request final inspection, and execute Field Orders.
	Foreman
	Equipment Operator(s)

P. NOTICES.

1. All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served or when reflected by a receipt, i.e, an electronic mail read receipt, a courier service delivery receipt, or when receipt is acknowledged by recipient. All Parties certify that each has software capable of sending electronic mail read receipts to the other. Any Party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. CONTRACTOR's and COUNTY's representatives and addresses for notice purposes are:

CONTRACTOR: U.S. Water Services Corporation
4939 Cross Bayou Boulevard,, New Port Richey, FL 34652
CONTACT PERSON: Gary Deremer | Phone: 727-848-8292

COUNTY: Marion County Utilities
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

2. Election to Solely Receive Notice by Email.

Alternatively, the Parties may elect to receive said notices by e-mail.

a. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org.

b. If CONTRACTOR agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with such method, CONTRACTOR may designate up to two (2) e-mail addresses. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.

gderemer@uswatercorp.net and ccrego@uswatercorp.net.

Exhibit A - Schedule of Values

26B-083 Golden Holiday WWTP and WTP Decommissioning and Lift Station and Force Main Installation
U.S. Water Services Corporation

					Total Cost	\$817,491.00
Bid Item	Item	QTY	Unit	Unit Price	Total Cost	
						\$817,491.00
1.01	MOBILIZATION & DEMOBILIZATION	1	LS	\$40,000.00	\$40,000.00	
1.02	INSURANCE & PERMITS	1	LS	\$4,000.00	\$4,000.00	
1.03	PAYMENT & PERFORMANCE BOND	1	LS	\$8,000.00	\$8,000.00	
1.04	SURVEY LAYOUT & ASBUILTS	1	LS	\$25,000.00	\$25,000.00	
1.05	GENERAL RESTORATION	1	LS	\$4,000.00	\$4,000.00	
1.06	MAINTENANCE OF TRAFFIC	1	LS	\$4,500.00	\$4,500.00	
1.07	SODDING	3600	SY	\$12.00	\$43,200.00	
1.08	SITWORK / CLEARING / GRADING	1	LS	\$3,000.00	\$3,000.00	
1.09	ASPHALT ROADWAY RESTORATION	135	SY	\$90.00	\$12,150.00	
1.1	SIDEWALK RESTORATION	18	SY	\$250.00	\$4,500.00	
1.11	CORING OF EXISTING MANHOLE	1	LS	\$1,600.00	\$1,600.00	
1.12	4' DOGHOUSE STYLE MANHOLE, LINED, 6' - 8' DEPTH, COMPOSITE RING AND COVER	1	EA	\$16,480.00	\$16,480.00	
1.13	5' KING MANHOLE, LINED, 14'-16' DEPTH, DROP STYLE	1	EA	\$45,350.00	\$45,350.00	
1.14	8" PVC GRAVITY SEWER SDR 26	49	LF	\$139.00	\$6,811.00	
1.15	DEMOLITION & REMOVAL OF EXISTING WWTF	1	LS	\$21,500.00	\$21,500.00	
1.16	3" HDPE SDR 11 FORCEMAIN (INCLUDING FITTINGS) OPEN CUT	1400	LF	\$35.00	\$49,000.00	
1.17	3" HDPE SDR 11 DIRECTIONAL BORE INSTALLATION	2100	LF	\$45.00	\$94,500.00	
1.18	LIFT STATION FACILITY AND SITE	1	LS	\$339,500.00	\$339,500.00	
1.19	TEMPORARY BYPASS PUMPING	1	LS	\$13,500.00	\$13,500.00	
1.2	DEMOLITION AND REMOVAL OF EXISTING WTP (TWO SITES)	2	EA	\$12,000.00	\$24,000.00	
1.21	ABANDON WTP #1 WELL (6 IN DIA. CASING, DEPTH UNKNOWN, TOTAL DEPTH 150 FT)	1	EA	\$5,000.00	\$5,000.00	
1.22	ABANDON WTP #2 WELL (6 IN DIA. CASING, DEPTH 126 FT, TOTAL DEPTH 185 FT)	1	EA	\$5,500.00	\$5,500.00	
1.24	2" SCH 40 PVC WATERMAIN	220	LF	\$25.00	\$5,500.00	
1.25	AIR RELEASE VALVE ASSEMBLY (2")	3	EA	\$7,500.00	\$22,500.00	
1.26	TESTING	1	LS	\$3,800.00	\$3,800.00	
1.27	INSTALL MANHOLE LINER FOR EXISTING 4' MANHOLE AND REPLACE WITH COMPOSITE RING AND COVER	1	LS	\$4,000.00	\$4,000.00	
1.28	PRIMARY ELECTRIC CONDUIT (INSTALL 530 LF 4" PVC CONDUIT W/ SWEEPS & COORDINATION WITH CITY OF OCALA)	1	LS	\$10,600.00	\$10,600.00	
Allowance - Not included in Total Cost						
1.23	OFFSITE PRIMARY ELECTRICAL (CITY OF OCALA ALLOWANCE)				\$30,000.00	

EXHIBIT B -SCOPE OF WORK

GOLDEN HOLIDAY WWTF ABANDONMENT, LIFT STATION AND FORCEMAIN & WTP ABANDONMENTS

1. SCOPE OF WORK

1.1. DESCRIPTION

GOLDEN HOLIDAY WWTF ABANDONMENT, LIFT STATION AND FORCEMAIN project. The project is located in the northwest quadrant of Marion County, Florida. The Contractor 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 Joshua Kramer 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 Mitchell Chauncey, P.E. of Ardurra Group, Inc. 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 installation of new sewer pump station, sanitary forcemain, WWTF decommissioning, WTP well abandonment, sidewalk restoration, road and driveway restoration, and any other work in accordance with the specifications itemized below and the following drawings and documents:

- 1.2.1.1. Wastewater Treatment Facility Abandonment, Lift Station and Forcemain Plans (Bid Set) by Ardurra Group, Inc.
- 1.2.1.2. Part 1 – Scope of Work
- 1.2.1.3. Part 2 - Bid Form
- 1.2.1.4. Appendix A – Measurement and Payment
- 1.2.1.5. Appendix B – Supplemental Specifications
 - 1.2.1.5.1. Supplemental Plans and Details
 - 1.2.1.5.1.1. WTP #1 Decommissioning Information Packet
 - 1.2.1.5.1.2. WTP #2 Decommissioning Information Packet
 - 1.2.1.5.2. 02050 – Demolition and Removals
 - 1.2.1.5.3. 02673 – Well Construction and Abandonment

1.2.2. It is the County's expectation that any portion of the work not identified under a subcontractor will be self-performed by the Contractor.

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 Wastewater Treatment Facility as per drawings;
 - 1.3.1.2. Installation of new lift station as per drawings;
 - 1.3.1.3. Installation of new forcemain and connection to City sewer as per the drawings;
 - 1.3.1.4. Horizontal Directional Drill under FDOT sidewalk as per drawings and FDOT;
 - 1.3.1.5. Compliance with maintenance of traffic as per FDOT, drawings, and City;
 - 1.3.1.6. Compliance with permit requirements from City;
 - 1.3.1.7. Notifications to residents and property owner association (if applicable);
 - 1.3.1.8. Maintenance of existing sanitary sewer system by means of bypass pumping operations or other approved methods upon review by COUNTY and ENGINEER.
 - 1.3.1.9. Survey As Built:
 - 1.3.1.9.1. Three sets of As-Built/Record Survey signed and sealed by a Florida Licensed Professional Surveyor and mapper shall be submitted to MCUD prior to final inspection along with a digital version of the survey and plan set in a format pre-approved by MCUD.
 - 1.3.1.9.2. All directional drill boring logs shall be submitted with the as-built survey.
 - 1.3.1.9.3. All jack and bore boring logs shall be submitted with the as-built survey.
 - 1.3.1.9.4. A Star (*) shall indicate assets constructed and/or installed as designed.
 - 1.3.1.9.5. A Cloud shall indicate assets that were constructed and/or installed differently than designed. Clouded as-built information shall accompany the strikethroughs.
 - 1.3.1.9.6. A Strikethrough shall indicate assets that were not constructed and/or installed. An "X" shall be used to indicate abandoned or removed mains and shall be labeled as "abandoned" or "removed".
 - 1.3.1.9.7. Northing and Easting shall be shown on the as-built plan sheets. When a table is used to show the northing and easting, the table shall be placed within the as-built AutoCAD file.
 - 1.3.1.9.8. As-Built Surveys shall be drawn in the Florida State Plane Coordinate System, NAD83, West Zone, US Foot.
 - 1.3.1.9.9. NAVD88 and NAD83 coordinates shall be provided for the following (choose the type of project that applies below):
 - 1.3.1.9.9.1. Sewer Forcemains:
 - 1.3.1.9.9.1.1. All vertical changes in the sewer forcemain – surveyor shall shoot the top of pipe and the ground elevation.
 - 1.3.1.9.9.1.2. All fittings, valves, air release valves, and connections.
 - 1.3.1.9.9.1.3. All Sewer Forcemain segments installed via open cut shall be surveyed for the top of pipe and the ground elevation at 100-foot intervals. As-Built survey shall indicate the distance from the sewer forcemain to the right-of-way and/or easement at these locations.

- 1.3.1.9.9.1.4. All Sewer Forcemain segments installed via horizontal directional drilled shall have their depth and position recorded via bore logs every 10 feet. As-built survey shall indicate the distance the sewer forcemain to the right-of-way and/or easement every 100 feet. Directional drill contractor shall make semi-permanent markings corresponding to depth recordings for surveyor to record data at a later date which correspond to written bore log at intervals.
- 1.3.1.9.9.1.5. All caps and plugs. As-Built survey shall indicate the distance from each cap and/or plug to the nearest valve.
- 1.3.1.9.9.1.6. Beginning and ending location of all horizontal directional drills.
- 1.3.1.9.9.1.7. Start of casing, end of casing, and vent locations (including concrete collar) for all jack and bores.
- 1.3.1.9.9.2. Gravity Sewer Mains:
 - 1.3.1.9.9.2.1. All manholes and wetwells. As-Built survey shall indicate all invert elevations, location of drop outside of the manhole, ground elevation, bottom of manhole elevation, size of manhole cover, type of manhole (in-line or offset), manhole liner and manufacturer, and location of manhole shot at the center of the ring and cover.
 - 1.3.1.9.9.2.2. As-Built shall indicate the slope and size of all gravity sewer lines. This information shall be reflected in the As-Built profile.
- 1.3.1.10. Backfill, re-grade, and sod all disturbed areas to match existing
- 1.3.1.11. Restoration of concrete and asphalt

1.4. GOVERNING SPECIFICATIONS

- 1.4.1. All improvements shall be made in accordance with the Marion County Land Development Code, City of Ocala Conduit Policy Residential and Commercial, City of Ocala Standard Specifications for Construction of Streets, Stormwater, Water and Sewer Infrastructure, and the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (copies of which are available separately), as amended and augmented by these specifications and plans. The lift station will be owned and maintained by Marion County Utilities and the offsite forcemain will be owned and maintained by City of Ocala. Utility design specifications shall match according to ownership.
- 1.4.2. The CONTRACTOR is directed to the fact that the plans are provided for reference. It is the CONTRACTOR'S responsibility to verify all field conditions prior to initiating work.

1.5. SUBMITTALS

- 1.5.1. Prior to ordering the materials, CONTRACTOR shall submit to the ENGINEER the manufacturer's most current catalogue sheets and performance specifications for the Lift Station equipment, piping, plug valves, air release valves, fittings, restraints, and any other associated appurtenances proposed for use on this project. Any material requiring a submittal that is purchased by the CONTRACTOR prior to receiving the ENGINEER'S approval of that material is at the CONTRACTOR'S own risk.
- 1.5.2. Contractor shall provide one (1) electronic copy in PDF format. If hard copies will be provided, Contractor shall provide a minimum of three (3) submittals for review by the ENGINEER. Engineer has 30 calendar days to review and respond to each submittal. Any materials acquired

or installed by the CONTRACTOR prior to approval by the ENGINEER, does so at the CONTRACTOR'S sole risk.

1.6. DAILY REPORTS

- 1.6.1. 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 with reference to the CPM schedule activity numbers.
 - 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 work day. No materials or equipment shall be left at a work location after completion of the workday; such items must be stored during non-work hours at the designated stockpile locations.
- 1.10.4. 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 and on a set of drawings and 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.
- 1.12.2. CONTRACTOR will be required to complete and submit City of Ocala ROW Permit Application to the City of Ocala Transportation Division. The COUNTY will provide a sample copy of the City of Ocala ROW Permit Application for work in City of Ocala right-of-way. CONTRACTOR is responsible for adhering to all specifications of the ROW permit during the course of construction including provision of directional drill boring logs, which shall record bore depth at 10 foot intervals per City of Ocala specification.
- 1.12.3. CONTRACTOR will be required to coordinate with the City 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 at the final ROW inspection, CONTRACTOR is responsible for paying any and all re-inspection fees.

- 1.12.4. COUNTY will provide FDEP sewer utility permit for the project.
- 1.12.5. The COUNTY shall provide FDOT Utility Permit to perform work in the US-27 right-of-way. CONTRACTOR is responsible for adhering to all specifications of the ROW permit during the course of construction including provision of preapplication meetings, inspections, directional drill boring logs, and asbuilts of installed utilities.
- 1.12.6. CONTRACTOR will be required to provide all the documents necessary for the line clearance including but not limited to successful test reports, successful Bac-T samples, and a certified as-built survey.
- 1.12.7. CONTRACTOR will be required to provide all the documents necessary for final City of Ocala ROW inspection approval, including but not limited to successful geotechnical test reports for all road cuts.
- 1.12.8. CONTRACTOR is responsible for paying all license application and permit fees as applicable and posting all necessary notices required by permits and licenses.
- 1.12.9. CONTRACTOR is responsible for paying utility connection fees and ongoing service fees for its temporary construction facilities at the project site.
- 1.12.10. CONTRACTOR is responsible for paying fees for utility locating services.

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 Wastewater Treatment Facility online and access to facility until such time that temporary bypass pumping is ready by means of use of new sewer forcemain.

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. New Gravity Sewer Pipe shall be polyvinyl chloride PVC with standard dimension ratio SDR26, and shall comply with ASTM D3034. The joints shall be integral bell elastomeric gasket joints manufactured in accordance with ASTM D3212 and ASTM F477.

1.17.2. Manholes shall be leak-tight and constructed of pre-cast concrete units. Interior surfaces of manholes shall have a protective MCUD approved coating with a minimum dry mil thickness of 16 mils. Exterior surfaces shall have a protective MCUD approved coating with a minimum dry mil thickness of 9 mils. Manholes shall be watertight and free from infiltration, seeping or surface moisture.

1.17.3. Wetwells shall be leak-tight and constructed of pre-cast concrete units. Interior surfaces of manholes shall have a protective MCUD approved coating. Exterior surfaces shall have a protective MCUD approved coating with a minimum dry mil thickness of 9 mils. Wetwells shall be watertight and free from infiltration, seeping or surface moisture.

- 1.17.4. Refer to the general notes on the drawings, FDOT standards, AWWA standards, FAC standards, and the Land Development Code for material and performance specifications.
- 1.17.5. 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.
- 1.17.6. 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. NEW FORCEMAIN CONNECTION AND INSTALLATION

- 1.18.1. Cuts, trenches, or any other disturbance of existing roadway pavement shall not be allowed except where noted on the plans. All piping will be directional drilled under existing roadways.
- 1.18.2. Cuts, trenches, or any other disturbance of existing driveways shall be allowed.
- 1.18.3. 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 LANDSCAPING

- 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 areas. Sod type shall match the type surrounding the grading area on undisturbed areas and shall completely cover surfaces disturbed by the CONTRACTOR'S work. Sod shall meet the FDOT Standard Specifications for Road and Bridge Construction (Section 570, latest edition).
- 1.19.3. Topsoil shall be loosened or scarified to sufficient depth so that sod root zone easily penetrates the topsoil. Sod sections shall be placed so that edges are in close contact and manually compacted in place so that the root zone completely penetrates the substrate topsoil. After proper placement of sod, CONTRACTOR shall be responsible for watering the sod daily (Monday through Friday, holidays excluded) for a period of not less than thirty (30) working days.

1.20. 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 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.
- 1.20.5. Prior to final completion, CONTRACTOR shall conduct an inspection of all work areas (including the 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. Five (5) percent of the cost of each invoice will be withheld until final completion of the project. **CONTRACTOR SHALL PROVIDE THE COUNTY WITH FINAL RELEASES OF LIEN (CERTIFIED ORIGINALS) FROM ALL SUBCONTRACTORS AND SUPPLIERS WHEN SUBMITTING THEIR FINAL INVOICE. FAILURE TO PROVIDE THE FINAL RELEASE OF LIEN WILL DELAY PAYMENT OF THE FINAL INVOICE.**

1.22. 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 One-hundred Fifty (150) calendar days. An additional Thirty (30) days shall be allowed for Final Completion. Total contract time allowed shall be Two-Hundred and Forty (240) calendar days.

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 ONE THOUSAND FIVE HUNDRED DOLLARS **(\$1,500.00)** 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 ONE THOUSAND FIVE HUNDRED DOLLARS **(\$1,500.00)**. 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.

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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 the 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 All partial pay descriptions shall be understood as 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 10% 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 and complete permitting requirements as outlined in the

contract documents. This includes application and receipt of City of Ocala right of way use permit.

- 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 all necessary payment and performance bonds 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 SURVEY LAYOUT AND AS-BUILTS – BID ITEM NO. 1.04

- A. Description: This bid item includes all costs for providing the services of a Florida-certified Professional Land Surveyor to perform pre-construction stakeout; establish vertical control; and establish horizontal control, right-of-way locations, utility easement locations, and preparation and submittal of as-built utility components as shown on the drawings in accordance with the contract documents and to the satisfaction of the Owner.
- B. Measurement: The quantity for survey layout and as-builts shall be measured as one lump sum quantity. Partial payments will be pro-rated throughout the duration of construction of this Project in direct proportion to the percent of completion of the work, as determined by the MCUD Construction Representative.
- C. Payment: 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 GENERAL RESTORATION – BID ITEM NO. 1.05

- 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, 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. Partial payments will be pro-rated throughout the duration of construction of this Project in direct proportion to the percent of completion of the work, as determined by the MCUD Construction Representative.
- C. Payment: 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 MAINTENANCE OF TRAFFIC – BID ITEM NO. 1.06

- 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, signed, and sealed by a Florida Professional Engineer; 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. This item shall also include work necessary for temporary road stabilization for resident access during construction following excavation in roadway to complete the installation work as shown on the drawings.
- 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.

2.07 SODDING – BID ITEM NO. 1.07

- A. Description: The Contractor shall furnish, and place sod as shown in the plans and in accordance with the FDOT Standard Specifications for Road and Bridge Construction to restore all disturbed areas in the right-of-way. The contract unit price shall cover all costs of labor, equipment, materials, fertilization, watering, and maintenance until accepted by the Owner. Sod specifically included under other Items will not be measured. Sodding paid for under this Item does not include the sodding installed in the location covered by other items.

- B. Measurement: The quantity of Sod shall be measured in square yards, to be measured for payment under this Item will be measured over the area of sod installed.
- C. Payment: Payment for Sod will be made at the unit price per square yard for this Item for the actual sod installed and maintained, and accepted by the Engineer, which price and payment constitutes full compensation for all the work described herein. Partial payments for sod shall be no more than 75% until 30 days maintenance is completed or the time of Substantial Completion.

2.08 SITEWORK / CLEARING / GRADING – BID ITEM NO. 1.08

- 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/clearing/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.

2.09 ASPHALT ROADWAY RESTORATION - BID ITEM NO. 1.09

- A. Description: The Contractor shall remove existing asphalt pavement and base material and replace to the greater of an equivalent pre-construction, current Marion County LDC, current FDOT specifications, or details included in the contract documents to allow for open cut installation of pipe, fittings and valves. The work includes all backfill, compaction, materials, mixing, placing, rolling, testing, and curing of the asphalt, and work incidental thereto. The minimum thickness of placed asphalt is 1-1/2".
- B. Measurement: The quantity of Asphalt Roadway Restoration will be measured by square yard. Partial payments will be prorated throughout the duration of the construction of this Project in direct proportion to the percentage completion of the work, as determined by the MCUD Construction Representative.
- C. Payment: This Item shall be paid for at the contract square yard price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.10 SIDEWALK RESTORATION - BID ITEM NO. 1.10

- A. Description: The Contractor shall remove existing sidewalk and base material and replace to the greater of an equivalent pre-construction, current Marion County LDC, current FDOT specifications, or details included in the contract documents to allow for open cut/HDD installation of pipe, fittings and valves. The work includes all backfill, compaction, materials, mixing, placing, reinforcing, forming, finishing, testing, and curing of the concrete, and work incidental thereto. The minimum thickness of sidewalk is 6".
- B. Measurement: The quantity of Sidewalk Restoration will be measured by square yard. Partial payments will be prorated throughout the duration of the construction of this Project in direct proportion to the percentage completion of the work, as determined by the MCUD Construction Representative.
- C. Payment: This Item shall be paid for at the contract square yard price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.11 CORING OF EXISTING MANHOLE - BID ITEM NO. 1.11

- A. Description: The Contractor shall core a whole into the existing manhole SSMH-2 as referred to on the plans. The works includes all earthwork, excavation, disposal of debris, and any components required to properly seat proposed 3" forcemain into the existing manhole.
- B. Measurement: The quantity of Coring of Existing Manhole will be measured as one lump sum quantity. Payment will be dispersed following full completion of Coring of Existing Manhole, 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.

2.12 4' DOGHOUSE STYLE MANHOLE, LINED, 6'-8' DEPTH, COMPOSITE RING AND COVER - BID ITEM NO. 1.12

- A. Description: Price and payment shall be full compensation for excavation, backfill, compaction, coatings, joint wraps, pipe connections, inverts, leak testing, and all necessary labor, materials, equipment and transportation for a complete and working installation.
- B. Measurement: The quantity of this pay item shall be made at the unit price set forth in the bid schedule per each sewer manhole installed and accepted and shall constitute full compensation for work specified in the contract documents.

- 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.

2.13 5' KING MANHOLE, LINED, 14'-16' DEPTH, DROP STYLE - BID ITEM NO. 1.13

- A. Description: Price and payment shall be full compensation for excavation, backfill, compaction, coatings, joint wraps, pipe connections, inverts, leak testing, and all necessary labor, materials, equipment and transportation for a complete and working installation.
- B. Measurement: The quantity of this pay item shall be made at the unit price set forth in the bid schedule per each sewer manhole installed and accepted and shall constitute full compensation for work specified in the contract documents.
- 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.

2.14 8" PVC GRAVITY SEWER, SDR 26 - BID ITEM NO. 1.14

- A. Description: The Contractor shall install 8" PVC SDR 26 gravity sewer piping in accordance with the plans and specifications. The work includes all excavation, piping installation, backfill, compaction, testing, and work incidental thereto.
- B. Measurement: The quantity of 8" PVC Gravity Sewer will be measured in linear feet, will be measured by the actual pipe installed.
- C. Payment: Payment will be made at the unit price per linear feet for all materials, labor, and equipment required to perform the work.

2.15 DEMOLITION & REMOVAL OF EXISTING WWTF - BID ITEM NO. 1.15

- A. Description: The Contractor shall conduct all demolition and removal of the subject Wastewater Treatment Facility. Work includes coordination with power company and disconnection of electrical services, removal of all existing equipment, piping, structures, fencing, and other appurtenances for the complete removal of the existing Wastewater Treatment Facility and associated gravity sewer piping and effluent disposal system. The work includes all excavation, backfill, compaction, materials removed, loading, hauling and disposal of materials, and work incidental thereto. Coordinate with Owner for any existing salvageable equipment to be picked up from site.
- B. Measurement: The quantity of Demolition & Removal of Existing WWTF to be paid for under this Item shall be measured as one lump sum quantity.

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

2.16 3" HDPE SDR 11 FORCEMAIN (INCLUDING FITTINGS) OPEN CUT - BID ITEM NO. 1.16

- A. Description: Price and payment shall be full compensation for all excavation, pipe bedding, materials, backfill and compaction for all pipe (HDPE SDR 11), fitting, and other materials, and pipe identification (painting if necessary). All costs to clean, flush and repair new piping and appurtenances will be included under the payment for liner feet of pipe.
- B. Measurement: The quantity of this pay item shall be based on the laying length of the pipe in linear feet actually placed as measured along the centerline of the completed pipeline at ground level, including the length of fittings, valves, and specials measured along their centerlines.
- C. Payment: Payment will be made at the unit price per linear feet for all materials, labor, and equipment required to perform the work.

2.17 3" HDPE SDR 11 DIRECTIONAL BORE INSTALLATION - BID ITEM NO. 1.17

- A. Description: The Contractor shall bore then install 3" SDR 11 HDPE sewer forcemain piping in accordance with the plans and specifications. Payment shall include all costs for excavation, backfilling, bore equipment, equipment setup, reamer, bore, piping installation, backfill, compaction, testing, couplings, and work incidental thereto. As well as attendance to all specific permitting requirements related to FDOT standards for construction in FDOT ROW, and attendance to all specific permitting requirements related to City of Ocala standards for construction in City of Ocala ROW.
- B. Measurement: The quantity of 3" HDPE Directional Bore Installation will be measured by the length of the pipe in linear feet installed as determined by the MCUD Construction Representative.
- C. Payment: Payment will be made at the linear feet of piping which will include all materials, labor and equipment required to perform the work.

2.18 LIFT STATION FACILITY AND SITE - BID ITEM NO. 1.18

- A. Description: Price and payment shall be full compensation for installation of complete lift station facility including items within the lift station site fenced area including but not limited to the following: wet well, pumps, piping, hatches, valves, fittings, electrical, electrical panels, antenna, RTU, lighting, water service, meter box, and backflow preventer assembly, water system fittings and piping, fencing, gates, driveways, driveway culvert pipe (if applicable),

landscaping, irrigation, earthwork, and all necessary labor, materials, equipment and startup with Operation and Maintenance manuals for a complete and working installation.

- B. Measurement: The quantity of Lift Station Facility and Site to be paid for under this Item shall be measured as one lump sum quantity. Partial payments will be pro-rated throughout the duration of construction of this Project in direct proportion to the percent of completion of the work, as determined by the MCUD Construction Representative.
- C. Payment: This Item shall be paid for as a lump sum to the Contractor according to price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.19 TEMPORARY BYPASS PUMPING - BID ITEM NO. 1.19

- A. Description: Price and payment shall be full compensation for the provision and operation of a temporary bypass pumping system including pump, temporary piping, flow meter capable of providing monthly totals for billing, and all necessary labor and other materials for the operation of the bypass pumping system for the duration of the proposed lift station construction. Duration of pumping is based on partial clearance approval by FDEP for the proposed forcemain which will allow for existing WWTF to be decommissioned. Pump characteristics may be similar to proposed permanent pump operation with anticipated sewage flows from 12 homes and approximately 1,000 gallons per day.
- B. Measurement: The quantity of Temporary Bypass Pumping to be paid for under this Item shall be measured as one lump sum quantity. Partial payments will be pro-rated throughout the duration of construction of this Project in direct proportion to the percent of completion of the work, as determined by the MCUD Construction Representative.
- C. Payment: This Item shall be paid for as a lump sum to the Contractor according to price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.20 DEMOLITION AND REMOVAL OF EXISTING WTP – BID ITEM NO. 1.20

- 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 Demolition and Removal of Existing WTP to be paid for under this Item shall be measured for each WTP demolished and removed.
- C. Payment: This Item shall be paid for at the contract unit price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.21 ABANDON WTP WELL – BID ITEM NO. 1.21 AND 1.22

- A. Description: The Contractor shall abandon each well at the two WTPs 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 per well for each WTP well abandoned.
- 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.

2.22 OFFSITE PRIMARY ELECTRICAL (CITY OF OCALA ALLOWANCE) – BID ITEM NO. 1.23

- A. Description: This item includes the City of Ocala cost to MCU for installation of electric from US 27. City of Ocala will also install conductors through conduit and set transformer (conduit installed by Contractor and paid under bid item 1.28).
- B. Measurement: This pay item is a total budget amount. The preliminary cost provided by City of Ocala has established the allowance value. Should final City of Ocala cost exceed the allowance, the additional cost will be paid by MCU.
- C. Payment: This Item shall be paid for at the actual invoiced cost from the City of Ocala with no Contractor markup. Contractor shall provide invoices from City of Ocala for this item as verification of actual cost.

2.23 2" PVC SCH 40 WATERMAIN – BID ITEM NO. 1.24

- A. Description: The Contractor shall install 2" SCH 40 PVC piping in accordance with the plans and specifications to extend the existing watermain within the Golden Holiday neighborhood. The work includes all excavation, piping installation, backfill, compaction, testing, and work incidental thereto.
- B. Measurement: The quantity of 2" PVC SCH40 Watermain will be measured in linear feet and will be measured by the actual pipe installed.

- C. Payment: Payment will be made at the unit price per linear foot for all materials, labor, and equipment required to perform the work.

2.24 AIR RELEASE VALVE ASSEMBLY (2") – BID ITEM NO. 1.25

- A. Description: The Contractor shall install 2" air release valve assemblies in accordance with the plans and specifications. The work includes all excavation, piping installation, fittings, appurtenances, housings, backfill, compaction, testing, and work incidental thereto.
- B. Measurement: The quantity of Air Release Valve Assembly (2") will be measured per completed installation.
- C. Payment: Payment will be made at the unit price per installation for all materials, labor, and equipment required to perform the work.

2.25 TESTING – BID ITEM NO. 1.26

- A. Description: The Contractor shall coordinate with ENGINEER, Marion County Utilities, and City of Ocala as necessary to complete all testing associated with the project. The work includes all coordination, testing equipment, testing utilities, specialty contractors, and work incidental thereto. This shall include Operation and Maintenance manuals, pump manufacturer representative performance of start up testing, pipeline testing, backfill compaction density testing, and all associated reporting documentation.
- B. Measurement: The quantity of this pay item shall be measured as one lump sum cost for completion of testing.
- 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.

2.26 INSTALL MANHOLE LINER FOR EXISTING 4 MANHOLE AND REPLACE WITH COMPOSITE RING AND COVER – BID ITEM NO. 1.27

- A. Description: The Contractor shall install new interior manhole liner in existing manhole, remove existing ring and cover, and install new composite ring and cover. The work includes all coordination with resident for access, restoration, coatings application, new materials, and all necessary labor, materials, equipment and transportation for a complete and working installation.
- B. Measurement: The quantity of this pay item shall be measured as one lump sum cost for completion of liner and replacement of ring and cover with composite material.

- 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.

2.27 PRIMARY ELECTRIC CONDUIT (INSTALL 530 LF 4" PVC CONDUIT W/ SWEEPS & COORDINATION WITH CITY OF OCALA) – BID ITEM NO. 1.28

- A. Description: The Contractor shall coordinate with City of Ocala to establish new 3 phase power service for the lift station site. Applications and fees to set up the service accounts are included in the scope and will be transferred to MCU upon project acceptance. The work includes installation of primary electrical conduits from the utility pole location to the transformer for new 3 phase service. Installation of concrete pad for installation of transformer.
- B. Measurement: The quantity of this pay item shall be measured as one lump sum cost for complete installation.
- 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. Contractor shall provide invoices from City of Ocala for this scope as verification of actual cost of for account setup.

END OF APPENDIX

**APPENDIX B - SUPPLEMENTAL SPECIFICATONS
FOR
GOLDEN HOLIDAY WTP 1 & 2 DECOMMISSIONING
&
GOLDEN HOLIDAY WWTF DECOMMISSIONING**

**IN
MARION COUNTY, FLORIDA**

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

**DATE: February 28, 2026
Prepared By:**



925 S.E. 17th Street, Suite A
Ocala, FL 34471
Ph 352-861-7799 • Fax 352-861-7709
Project No. 208.69

Mitchell Chauncey, P.E. NO. 84235

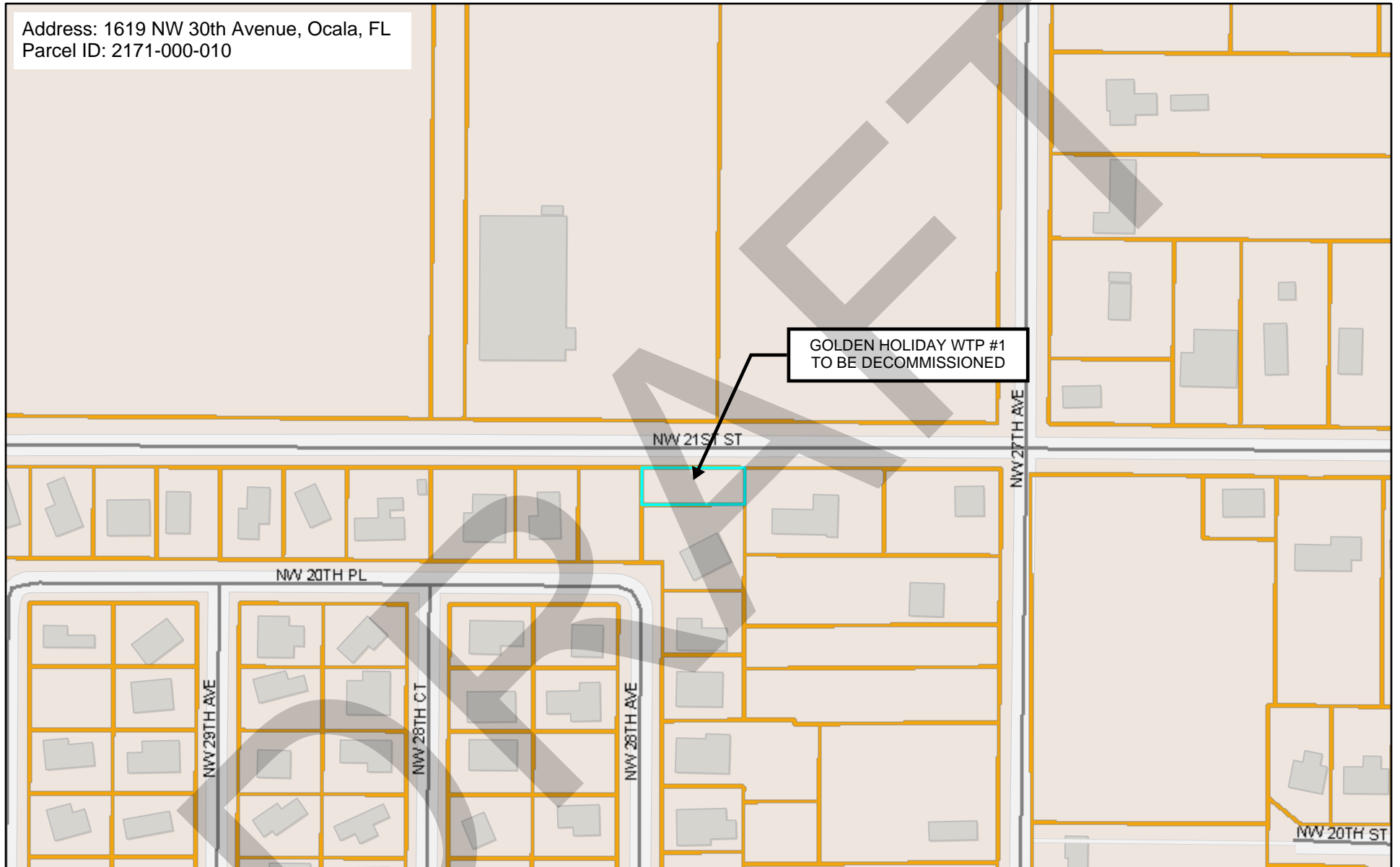
Table of Contents

- Supplemental Plans and Details
 - WTP #1 Decommissioning Information Packet
 - Location Maps
 - Site Property Appraiser Maps
 - Site Google Aerials (2023)
 - Photographs
 - WTP #2 Decommissioning Information Packet
 - Location Maps
 - Site Property Appraiser Maps
 - Site Aerial & Location Maps
 - Site Google Aerials (2023)
 - Photographs

- Section 02050: Demolition and Removal
- Section 02673: Well Construction and Abandonment
- Sample Form: 62-532.900(1) Well Abandonment Application
- Sample Form: 62-532.900(2) Well Completion Report

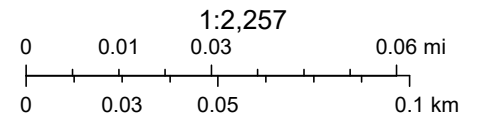
Golden Holiday WTP #1 Site

Address: 1619 NW 30th Avenue, Ocala, FL
Parcel ID: 2171-000-010



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- Marion County
- Parcels
- Municipalities
- Streets

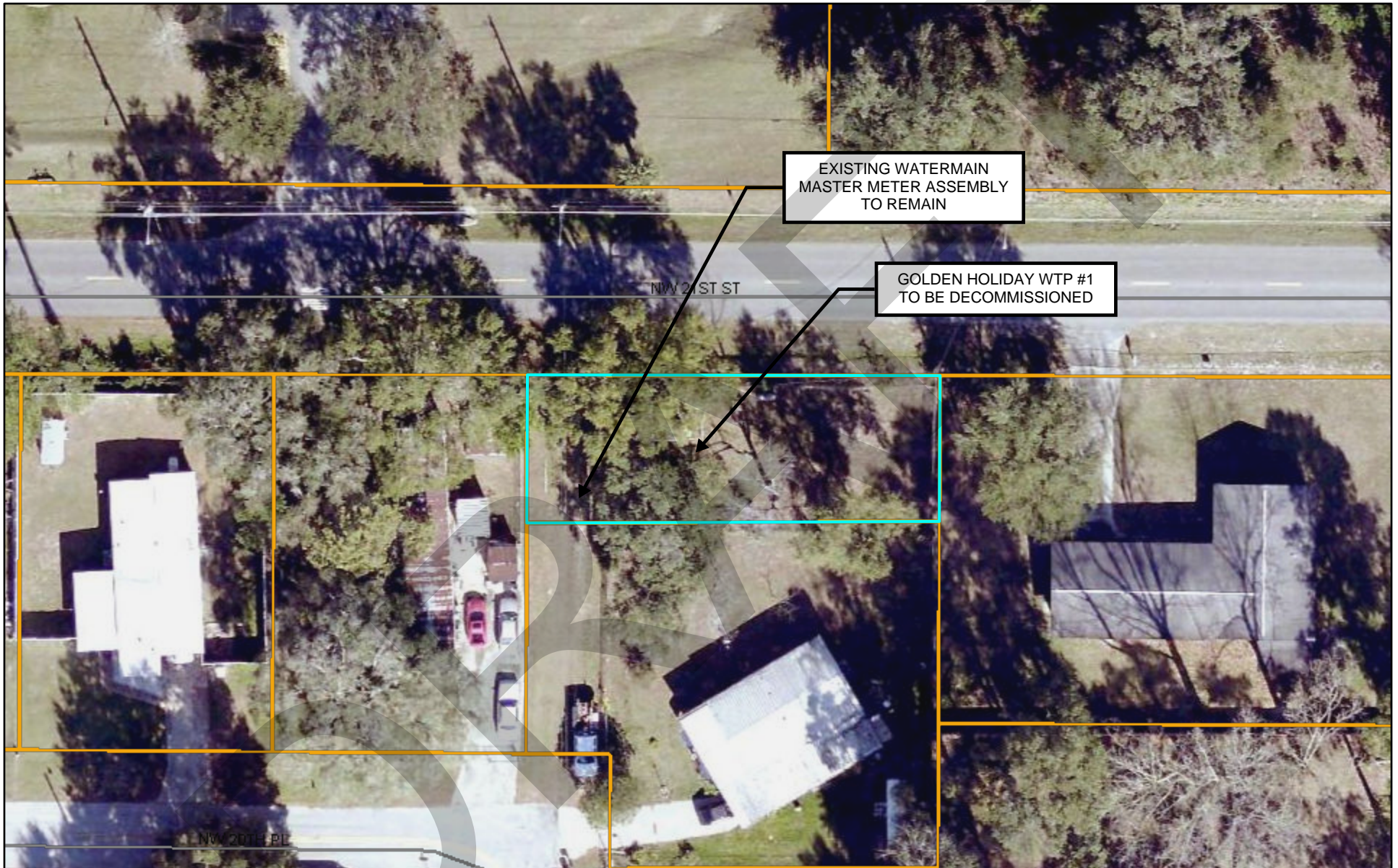


Marion County Property Appraiser, Marion County BOCC

Marion County Board of County Commissioners

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Golden Holiday WTP #1 Aerial 2024



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- Marion County

 Parcels

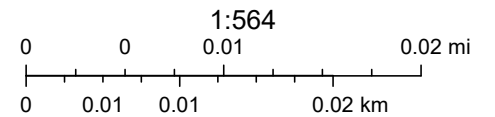
Aerial 2024

 Green: Band_2
- Municipalities

 Streets

 Red: Band_1

 Blue: Band_3



Marion County Property Appraiser, Marion County BOCC

Marion County Board of County Commissioners
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Golden Holiday WTP #1

Google aerial of site 2023

Legend

NW 21st St

NW 21st St

NW 21st St

2811

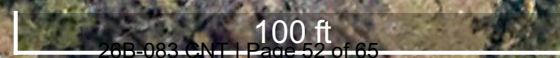
2801

2031

2820

Google Earth

NW 20th F NW 20th PI



Golden Holiday WTP No.1

Existing electrical service to be removed with coordination from Ocala Electric Utilities

Existing building to be removed

Existing generator to be salvaged

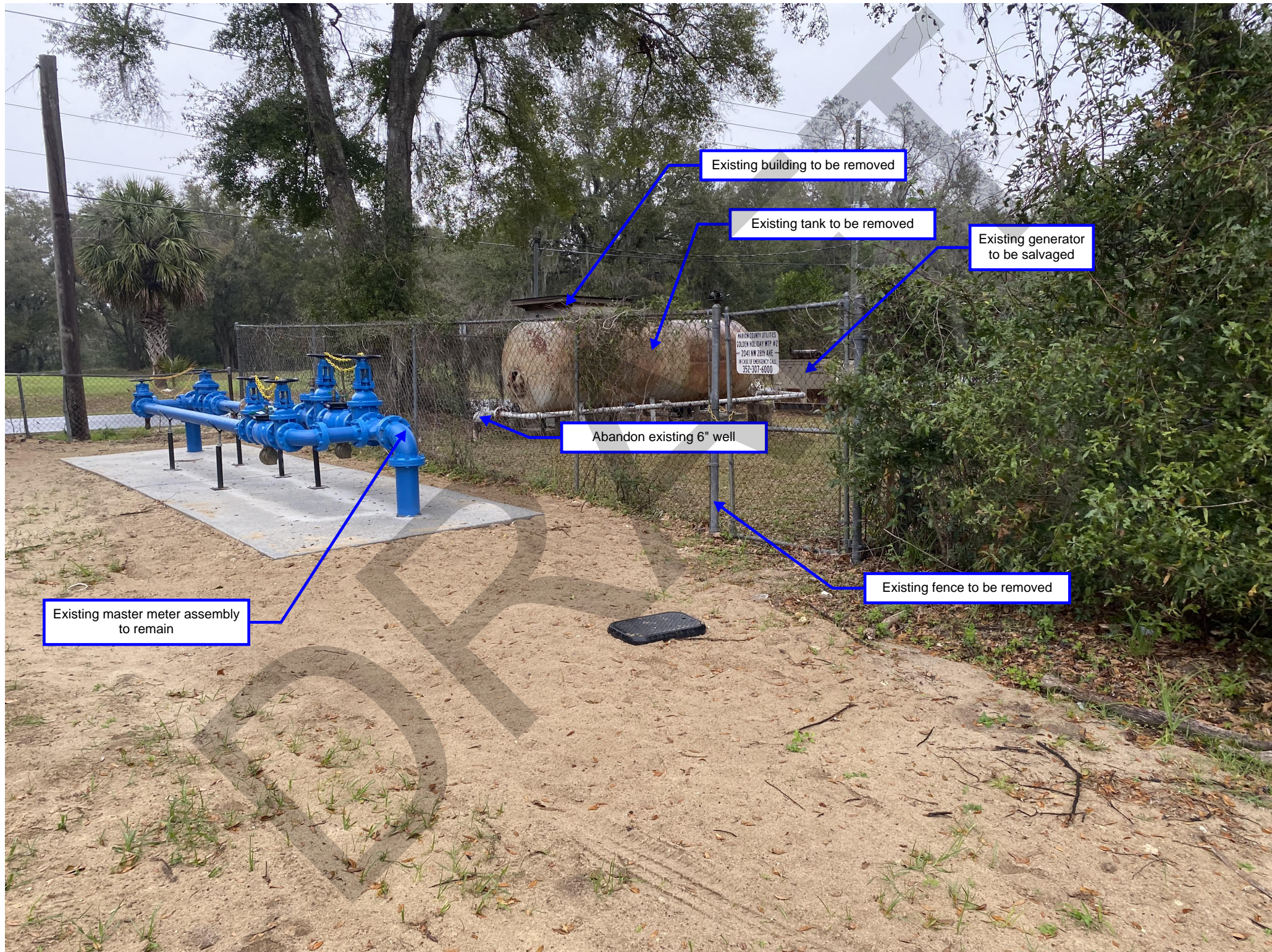
Existing tank to be removed

Existing fence to be removed

Existing concrete pads to be removed

Abandon existing 6" well

Golden Holiday WTP No.1



Existing master meter assembly to remain

Existing building to be removed

Existing tank to be removed

Existing generator to be salvaged

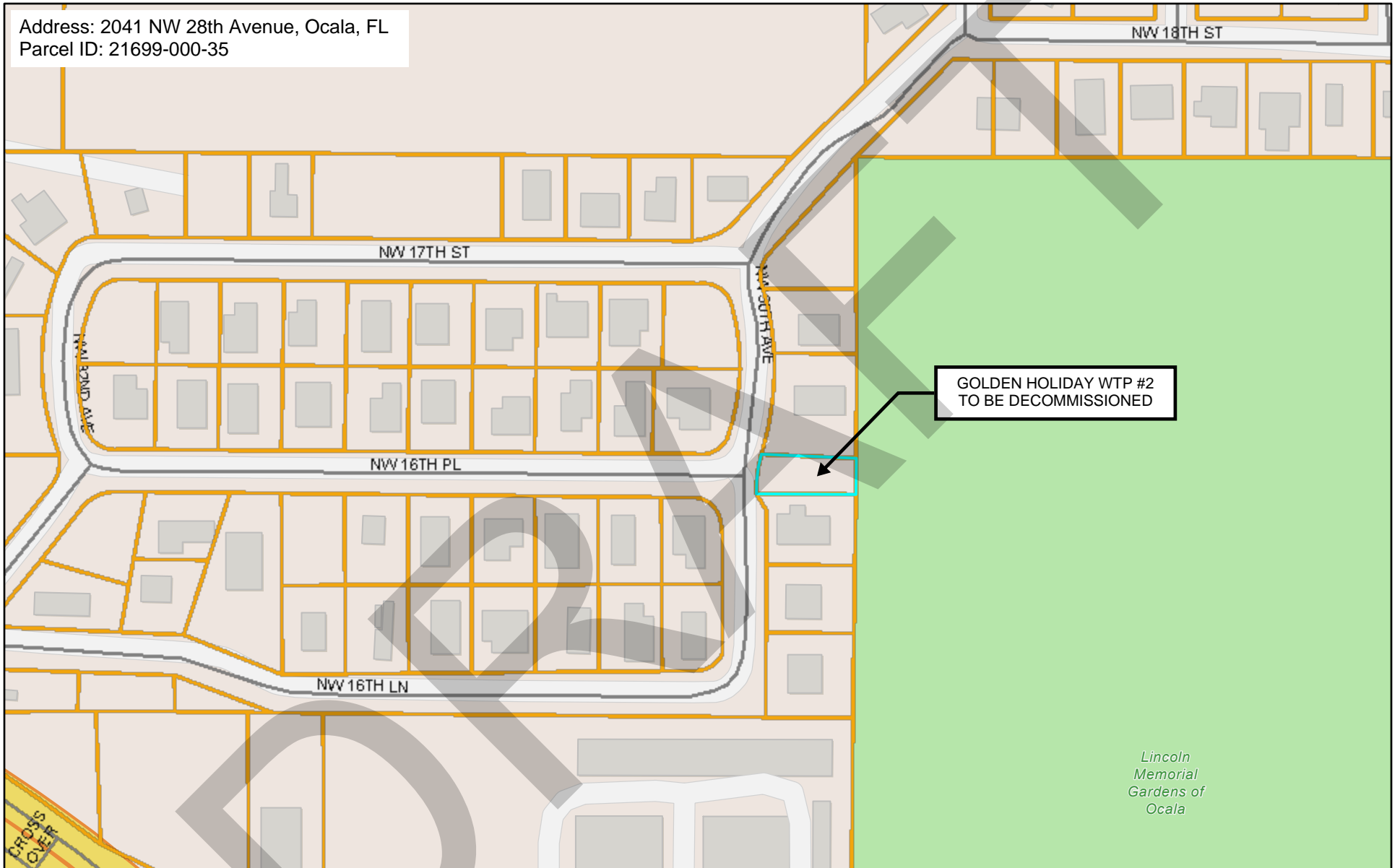
Abandon existing 6" well

Existing fence to be removed

WALTON COUNTY UTILITIES
GOLDEN HOLIDAY WTP #2
2041 NW 28th Ave
IN CASE OF EMERGENCY CALL
352-307-6000

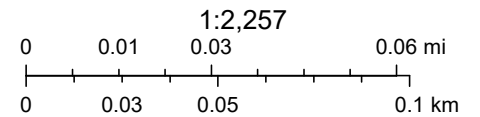
Golden Holiday WTP #2 Site

Address: 2041 NW 28th Avenue, Ocala, FL
Parcel ID: 21699-000-35



8/25/2025, 4:26:22 PM

- Marion County
- Parcels
- Municipalities
- Streets

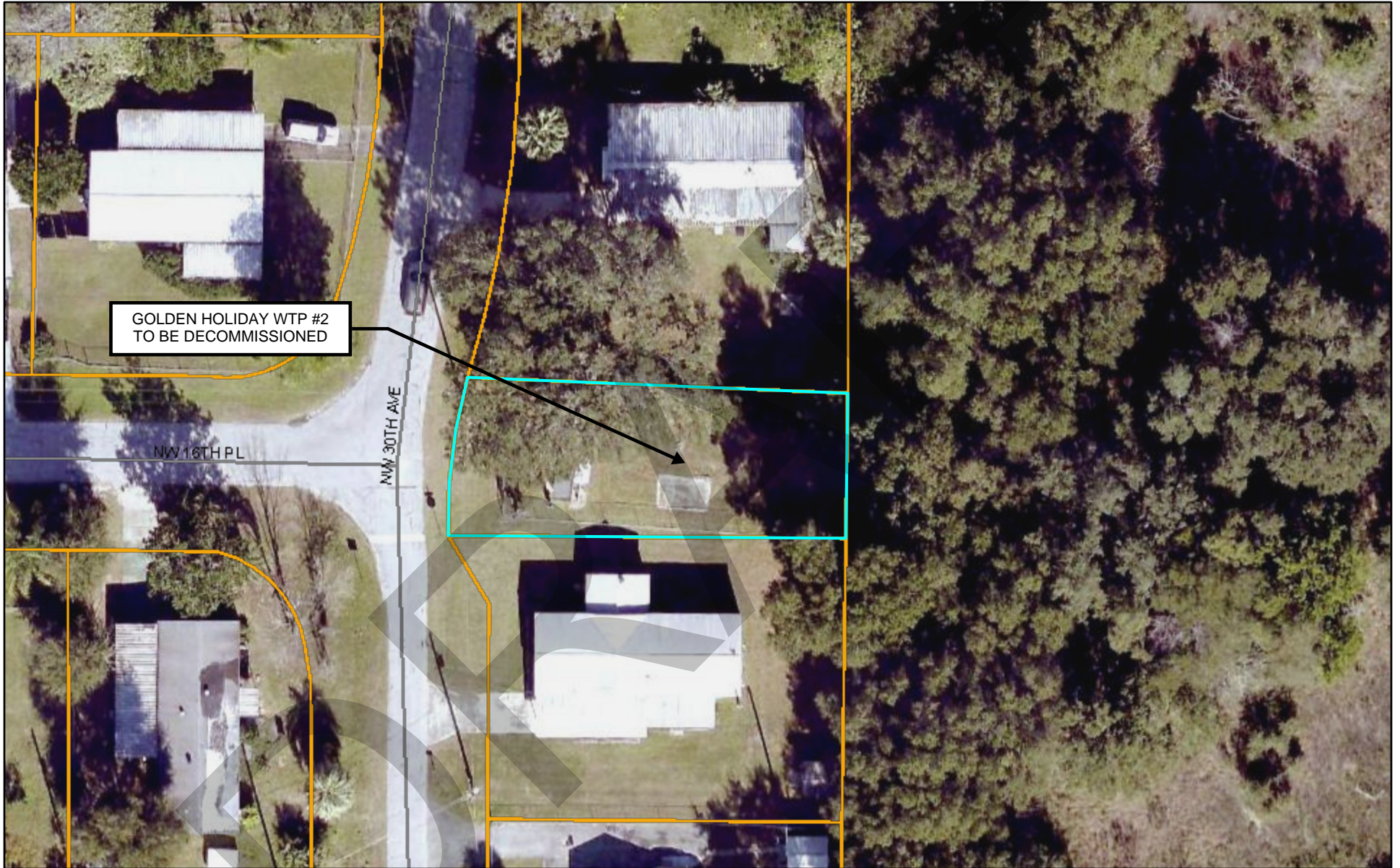


Marion County Property Appraiser, Marion County BOCC

Marion County Board of County Commissioners

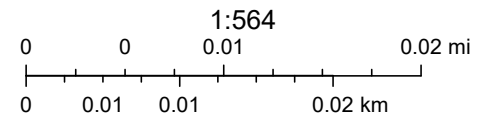
This map is provided "as is" without any warranty or representation of accuracy, timeliness, completeness, merchantability, or fitness. The user is responsible for verifying any information and assumes all risk for reliance on any information herein.

Golden Holiday WTP #2 Aerial 2024



8/25/2025, 4:36:19 PM

- Marion County
 Parcels
 Aerial 2024
 Green: Band_2
- Municipalities
 Streets
 Red: Band_1
 Blue: Band_3



Marion County Property Appraiser, Marion County BOCC

Marion County Board of County Commissioners
 This map is provided "as is" without any warranty or representation of accuracy, timeliness, completeness, merchantability, or fitness. The user is responsible for verifying any information and assumes all risk for reliance on any information herein.

Golden Holiday WTP #2

Google aerial of site 2023

NW 17th St

NW 17th St

Legend



1633

3012

3008

3004

1629

3013

3009

1624

1625

NW 16th Pl

NW 16th Pl

NW 30th Ave

3012

3008

3004

1615

NW 30th Ave

1611

NW 30th Ave

3013

3009

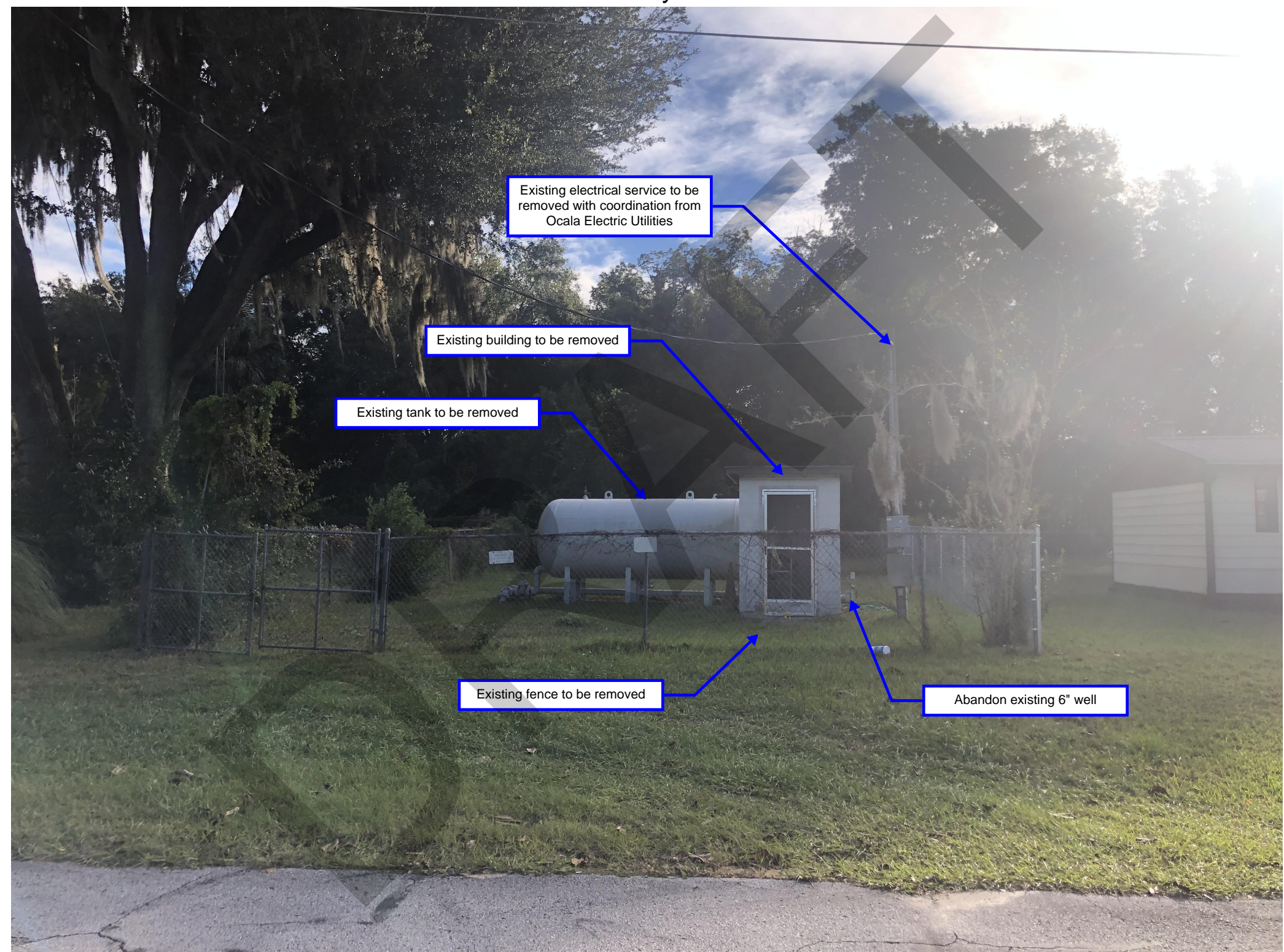
3001

Google Earth



200 ft

Golden Holiday WTP No.2



Existing electrical service to be removed with coordination from Ocala Electric Utilities

Existing building to be removed

Existing tank to be removed

Existing fence to be removed

Abandon existing 6" well

Golden Holiday WTP No.2

Existing mechanical and electrical components to be removed

Existing tank to be removed

Existing concrete pads and support saddles to be removed

Abandon existing 6" well

Existing building to be removed

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 Saint Johns River Water Management District (SJRWMD) 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 DEP Form: 62-532.900(1) 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: sidewalks, 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 of traffic devices, nor 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.

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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 Well Completion Form shall be accurately completed by the Contractor and submitted to the respective agencies upon completion of the well on Form DEP Form: 62-532.900(2) 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, ensuring conformity with applicable standards including conditions set forth by 40C-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, whether 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

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.

Golden Holiday WTP Well No. 1:

Location: 1619 NW 30th Avenue, Ocala, FL (On site)
Attributes: Diameter = 6-inch
Casing Depth = unknown
Total Depth = 150 feet
Nominal Bore Hole Dia. = 6-inch

Golden Holiday WTP Well No. 2:

Location: 2041 NW 28th Avenue, Ocala, FL (On site)
Attributes: Diameter = 6-inch
Casing Depth = 126 feet
Total Depth = 185 feet
Nominal Bore Hole Dia. = 6-inch

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

SECTION 02673

WELL CONSTRUCTION AND ABANDONMENT

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 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.

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.

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WELL CONSTRUCTION AND ABANDONMENT

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 SJRWMD F.A.C. 40C-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