

PART 1-SCOPE OF WORK
ITB#
IRISH ACRES TO SILVER SPRINGS REGIONAL
WATER MAIN INTERCONNECT – PHASE 1

1. SCOPE OF WORK

1.1. DESCRIPTION

Marion County (County or Owner) is soliciting fully licensed and qualified firms to submit bids for the **Irish Acres to Silver Springs Regional Water Main Interconnect – Phase 1** project. The project extends from the SR 326 / US 441 intersection eastward to approximately NE 44th Avenue and includes work within Florida Department of Transportation (FDOT) right of way. The successful bidder will be responsible for obtaining all permits unless stated otherwise within this document. The successful bidder will be responsible for complying with all permit conditions and must be licensed by Marion County and the State of Florida to perform such work. The Assistant Director of Construction for this project is **Alejandro Rad** with the Marion County Utilities Department (MCUD), and the Engineer of Record (EOR or Engineer) for this project is **Alan J. Garri, P.E.**, with Kimley-Horn and Associates, Inc. The successful bidder must be licensed for this type of work and must submit copies of all relevant licenses upon award of bid. All local codes and State of Florida ADA Code will apply. All work must be done by experienced trades.

1.2. GENERAL

1.2.1. The work included in this section is hereby defined as furnishing all labor, equipment and materials, and in performing all operations and procedures necessary for the installation the proposed water main, connections, roadway and driveway repairs, and any other work in accordance with the specifications itemized below and the following drawings and documents:

1.2.1.1. Part 1 – Scope of Work

1.2.1.2. Appendix A – Measurement and Payment Specification

1.2.1.3. Design Documents

1.2.1.3.1. Geotechnical Report by Andreyev Engineering Inc. dated November 4, 2024.

1.2.1.3.2. Construction Plans by Kimley-Horn and Associates, Inc.

1.2.1.3.3. Specification Section 02320 – HDD Pipe Installation

1.2.1.4. FDOT Utility Permit – Permit application in progress

1.2.1.5. FDEP Permit – Permit application in progress

1.2.2. Bidders must identify all subcontractors, and the work they will perform for this project, on the Disclosure Form provided in the solicitation documents. It is the County's expectation that any portion of the work not identified under a subcontractor will be self-performed by the Bidder. Written approval must be obtained from the Assistance Director of Construction 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. New water mains with appurtenances as per the drawings
 - 1.3.1.2. Compliance with maintenance of traffic as per FDOT manual
 - 1.3.1.3. Compliance with permit requirements from FDEP, FDOT, and Marion County Office of the County Engineer (OCE)
 - 1.3.1.4. Notifications to residents and property owner association (if applicable)
 - 1.3.1.5. Coordination of shutdown activities and Boil Water Notices (if applicable) with the County representative
 - 1.3.1.6. Pressure test as required by FDEP permit
 - 1.3.1.7. Bac-T tests as required by FDEP permit
 - 1.3.1.8. Survey As Built:
 - 1.3.1.8.1. Three sets of As-Built/Record Survey drawings, 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.
 - 1.3.1.8.2. All directional drill boring logs shall be submitted with the as-built survey.
 - 1.3.1.8.3. A Star (*) shall indicate assets constructed and/or installed as designed.
 - 1.3.1.8.4. A Cloud shall indicate assets that were constructed and/or installed differently than designed. Clouded as-built information shall accompany the strikethroughs.
 - 1.3.1.8.5. A Strikethrough shall indicate assets that were not constructed and/or installed. An "X" shall be used to indicate abandoned or removed mains and shall be labeled as "abandoned" or "removed".
 - 1.3.1.8.6. Northing and Easting shall be shown on the as-built plan sheets. When a table is used to show the northing and easting, the table shall be placed within the as-built AutoCAD file.
 - 1.3.1.8.7. As-Built Surveys shall be drawn in the Florida State Plane Coordinate System.
 - 1.3.1.8.8. NAVD88 and NAD83 coordinates shall be provided for the following:
 - 1.3.1.8.8.1. Water Mains:
 - 1.3.1.8.8.1.1. All vertical changes in the water main – surveyor shall shoot the top of pipe and the ground elevation.
 - 1.3.1.8.8.1.2. All fittings, valves, blow-offs, air release valves, and fire hydrants.
 - 1.3.1.8.8.1.3. Fire hydrant coordinates shall include the tee for the connection point on the water main, the valve to the fire hydrant, and the fire hydrant location taken at the top nut of the hydrant.
 - 1.3.1.8.8.1.4. All new water services. Coordinates shall be provided for all meter boxes and taps on the water main.
 - 1.3.1.8.8.1.5. Water Mains shall be surveyed for the top of pipe and the ground elevation at 100-foot intervals. As-Built survey shall indicate the distance from the water main to the right-of-way and/or easement at these locations.
 - 1.3.1.8.8.1.6. All caps and plugs. As-Built survey shall indicate the distance from each cap and/or plug to the nearest valve.
 - 1.3.1.8.8.1.7. Beginning and ending location of all horizontal directional drills.
 - 1.3.1.8.8.1.8. Start of casing, end of casing, and vent locations (including concrete collar) for all jack and bores.

1.4. GOVERNING SPECIFICATIONS

- 1.4.1. All improvements shall be made in accordance with the latest edition of the Marion County Land Development Code and the FDOT Standard Specifications for Road and Bridge Construction, (copies of which are available separately), as amended and augmented by these specifications and plans.
- 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. **THE CONTRACTOR SHALL SUBMIT RECORDED BOND(S) TO THE MARION COUNTY PROCUREMENT OFFICE WITHIN TEN (10) BUSINESS DAYS OF CONTRACT APPROVAL BY THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS. FAILURE TO COMPLY MAY RESULT IN RESCINDING THE NOTICE OF INTENT TO AWARD.**
- 1.5.2. Prior to ordering any materials, CONTRACTOR shall submit to the COUNTY the material manufacturer's most current catalogue sheets and performance specifications for materials proposed for use on this project. **CONTRACTOR shall also provide the HDD pipe installation submittals required in Specification Section 02320 - HDD Pipe Installation.** Any material requiring a submittal that is purchased by the CONTRACTOR prior to receiving the County's approval of that material is at the CONTRACTOR'S own risk.
- 1.5.3. 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 COUNTY. The COUNTY has 30 calendar days to review and respond to each submittal. Any materials acquired or installed by the CONTRACTOR prior to approval by the COUNTY, 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 Assistant Director of Construction or his designee on 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 under 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 COUNTY for acceptance.
- 1.7.2. The CONTRACTOR shall prepare schedules as a time scale logic diagram and bar chart unless otherwise approved by the COUNTY. 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 COUNTY. 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 COUNTY 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 COUNTY 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. All PVC pipe shall remain covered when in storage.

- 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 COUNTY.
 - 1.11.1.2. Provide felt tip marking pens, maintaining separate colors for each major system, for recording information.
 - 1.11.1.3. Record information concurrently (daily) with construction progress. Work shall not be concealed until required information is recorded.

1.12. PERMITS, LICENSES, AND FEES

- 1.12.1. CONTRACTOR is responsible for determining the required permits unless otherwise noted and licenses for prosecution of the work and for obtaining them in a timely manner so that the work proceeds in accordance with the project schedule. The COUNTY will provide FDEP permit to construct, and FDOT ROW Permit to perform work in the right-of-way. **CONTRACTOR must extend the ROW permit date as needed before commencement of work.**
- 1.12.2. CONTRACTOR shall be responsible for submitting application for and obtaining a Marion County ROW Permit. CONTRACTOR shall also be responsible for extending the permit as needed and coordinating directly with County ROW permitting staff and inspectors for inspections.
- 1.12.3. CONTRACTOR shall coordinate with the County and FDOT ROW Inspectors to schedule an initial ROW inspection as construction begins and a final inspection once all construction is complete and ROW has been restored. If the ROW Inspector disapproves the final ROW inspection, CONTRACTOR is responsible for paying any and all re-inspection fees.
- 1.12.4. 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.
- 1.12.5. CONTRACTOR will be required to provide all the documents necessary for final FDOT and Marion County OCE ROW inspection approval, including but not limited to successful geotechnical test reports for all road and driveway cuts.

- 1.12.6. CONTRACTOR is responsible for paying all license application and permit fees as applicable and posting all necessary notices required by permits and licenses.
- 1.12.7. CONTRACTOR is responsible for paying utility connection fees and ongoing service fees for its temporary construction facilities at the project site.
- 1.12.8. 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.
- 1.14.2. CONTRACTOR shall verify existing utilities as needed to avoid delay of work associated with other utilities.
- 1.14.3. CONTRACTOR bid shall reflect that hand excavation and installation of pipe may be necessary in areas in close proximity to other utilities (including but not limited to existing gas mains, existing telecommunications lines, existing storm water system, etc.). Unit pricing of affecting pay items shall reflect the need to hand excavate for installation.

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.

1.16. 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 PVC water mains shall be with maximum dimension ratio DR18, and shall comply with AWWA C900 and ASTM D1784/ASTM-3034/ASTM-2241.
- 1.17.2. New gate valves shall be in conformance with AWWA C515. All gate valves, unless otherwise specified or approved, shall be ductile iron body, bronze mounted. Gate valves shall be solid wedge and rubber encapsulated. All gate valves shall be rated for a minimum of 250 psi working pressure. Valves shall be equal to those as manufactured by AVK, American Flow Control, Clow, and Mueller, or COUNTY-approved equal.
- 1.17.3. New air release valves shall be in conformance with AWWA C512. Valves shall be equal to those as manufactured by APCO (Water Only), A.R.I., Val-Matic (Water Only), and H-Tec, or COUNTY-approved equal.
- 1.17.4. New Fire Hydrants shall be in conformance with AWWA C502, latest edition. Hydrants shall have a minimum pressure rating of 150 psi and shall be tested at a minimum of 300 psi. The main valve opening of the hydrant shall be 5 1/4". Hydrants shall open by turning left (counter-clockwise). Hydrants shall be equal to those as manufactured by Clow, Kennedy, Mueller, American Darling, or COUNTY-approved equal.
- 1.17.5. New Stainless Steel tapping sleeves shall be in conformance with AWWA C223.

- 1.17.6. Refer to the general notes on the drawings, FDOT standards, AWWA standards, FAC standards, and the Land Development Code for material and performance specifications.
- 1.17.7. 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.
- 1.17.8. 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 COUNTY after delivery or removal from storage. 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. GRADING, SODDING, AND LANDSCAPING

- 1.18.1. 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.
- 1.18.2. 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).
- 1.18.3. 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.

1.19. CLEAN-UP AND WASTE DISPOSAL

- 1.19.1. 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 COUNTY.

- 1.19.2. 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.
- 1.19.3. CONTRACTOR shall provide on-site container(s) for the collection and storage of waste materials, debris, and rubbish. On-site container(s) shall be located at designated temporary building and material stockpile area(s).
- 1.19.4. 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.
- 1.19.5. Prior to final completion, CONTRACTOR shall conduct an inspection of all work areas (including the temporary building(s) and material stockpile area(s)) to verify that those areas are clean and free of trash, rubbish, and debris.

1.20. BASIS OF PAYMENT FOR SERVICES

- 1.20.1. 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.
- 1.20.2. For compensation specifications, see Appendix A – Measurement and Payment.
- 1.20.3. 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.**

1.21. WARRANTIES

- 1.21.1. 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.
- 1.21.2. When not specifically identified in the above language, the warranty shall commence upon release of final retainage.
- 1.21.3. 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.

1.22. TIMELINES

- 1.22.1. The CONTRACTOR shall commence the work within **THIRTY (30)** calendar days upon the issuance of Notice to Proceed from Procurement Services. CONTRACTOR shall achieve Substantial Completion of the work no later than **TWO HUNDRED AND SEVENTY (270)** calendar days. An additional **FORTY-FIVE (45)** days shall be allowed for Final Completion.
- 1.22.2. Pre-construction activities shall include shop drawing submittals, equipment and material procurement, and obtaining all required permits.
- 1.22.3. CONTRACTOR shall request a Substantial Completion walkthrough with the OWNER and the applicable ROW inspectors. A satisfactory inspection is required prior to the CONTRACTOR being granted Substantial Completion.
- 1.22.4. CONTRACTOR shall request a Final Completion walkthrough with the OWNER and applicable ROW inspectors. A satisfactory inspection is required prior to the CONTRACTOR being granted Final Completion.

1.23. LIQUIDATED DAMAGES

- 1.23.1. 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 FIVE HUNDRED DOLLARS **(\$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.
- 1.23.2. 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 FIVE HUNDRED DOLLARS **(\$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.

1.24. STANDARD AND SAFETY EQUIPMENT

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

1.25. TAXES AND FEES

- 1.25.1. 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.