



**ALACHUA COUNTY  
GENERAL CONSTRUCTION AGREEMENT FOR BID NO. 25-542-LC**

**AGREEMENT NO. 14734  
#14734 - SANTA FE HILLS WATER SYSTEM RENOVATIONS**

**O'STEEN BROTHERS, INC.**

## GENERAL CONSTRUCTION AGREEMENT

THIS GENERAL CONSTRUCTION AGREEMENT ("Agreement") is made and entered into by and between O'Steen Brothers, Inc., a Florida for-profit corporation, whose principal address is 305 NE Highway 441, Micanopy, Florida 32667 (hereinafter referred to as "Contractor"), and Alachua County, charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter referred to as the "County"). Collectively, the County and Contractor are hereinafter referred to as the "Parties."

### WITNESSETH:

**WHEREAS**, the County issued Bid No. 25-542-LC seeking the bids from contractors to provide all labor, materials, equipment and supervision for the termination of the existing water main connection, abandonment of the existing water system, and construction of a new potable water distribution system with service connections to all lots served by the existing water system with an added connection of the new water services to home water supplies. The Work will also include restoration and sodding of disturbed areas, replacement of pavement and sidewalk, and repairs of residents' landscaping and hardscaping impacted by water main installation. ("Project"); and

**WHEREAS**, after evaluating and considering all timely responses to Bid No. 25-542-LC the County identified Contractor as the lowest priced, responsive, and/or responsible bidder; and

**WHEREAS**, the County desires to contract with Contractor to perform the Work described in Bid No. 25-542-LC and Contractor desires to perform the Work to or for the County in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

#### 1. **THE WORK:**

Contractor shall furnish all labor, material, equipment, apparatus and perform all work covered by the Non-technical Specifications (General Terms and Conditions), attached hereto and incorporated by reference as **Exhibit 1**, the Technical Specifications, attached hereto and incorporated by reference as **Exhibit 2**, and the **Plan Sheets: 100% Construction Documents of Santa Fe Hills Water System Renovation for Alachua County Public Works**, dated June 2025, incorporated by reference as if they were specifically set forth herein; copies of which are available at <https://procurement.opengov.com/portal/alachuacounty/projects/171968> for *Invitation to Bid No. 25-542-LC, "#14734 - Santa Fe Hills Water System Renovations"* (collectively the documents referenced and attached as Exhibits 1, 2 and Plan Sheets are hereinafter referred to as the "Contract Documents"); and all incidental and necessary work and services thereto (hereinafter, Contract Documents and all incidental and necessary work and services thereto shall collectively be referred to herein as the "Work"). Contractor shall complete the Work by the date specified in the Notice to Proceed (NTP), which shall be issued by the County after the Effective Date of this Agreement. The form of the NTP is attached hereto as **Exhibit 4**.

#### 2. **TERM OF AGREEMENT:**

This Agreement shall be effective upon execution by both Parties ("Effective Date"). The term of the Agreement shall be from the Effective Date until the Work is completed and all duties and responsibilities under this Agreement have been completed ("Term") unless amended or terminated as provided herein.

3. **CLOSEOUT:**

The Contractor's obligation to the County shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement request and final activity/accomplishment report to the County, disposing of project assets (including the return of all equipment, and receivable accounts to the County), and determining the custodianship of records. Agreement closeout is not considered final until the County is fully satisfied that project objectives have been met and the Contractor has submitted the Contract Closeout Checklist, attached hereto and incorporated herein as **Exhibit 5**.

4. **COMPENSATION AND PAYMENT:**

- 4.1. For completion of all Work in accordance with this Agreement, Contractor shall be paid the sum of One Million, Three Hundred Forty-Four Thousand, Eight Hundred Twenty-Five Dollars and Zero Cents (\$1,344,825.00) (the "Contract Amount"), allocated as provided in the Schedule of Values, attached hereto and incorporated by reference as **Exhibit 3** attached hereto and incorporated herein.
- 4.2. The County shall establish a contingency fund in an amount that SHALL NOT EXCEED One Hundred Thirty-Four Thousand, Four Hundred Eighty-Two Dollars and Fifty Cents (\$134,482.50) (hereinafter, the "Contingency").
- 4.3. Contingency funds shall be used to cover costs that may result from incomplete design and unanticipated costs that arise during construction that are not identified by the Contract Documents. Contractor shall not proceed with any portion of the Work which it intends to charge against the Contingency without first informing the County that it intends to request Contingency funds to perform that portion of the Work and obtaining County's express written authorization to proceed prior to commencing that portion of the Work.
- 4.4. Contractor acknowledges and agrees that any Work which is to be charged against the Contingency that does not receive such prior written approval from the County shall be deemed to be part of Contractor's Work compensated within the Contract Amount and not chargeable against the Contingency. The County reserves the right, at its sole discretion, to withhold its consent on Contingency expenditures. Further, any Contingency expenditure becomes part of the Contract Documents and is incorporated by reference herein. County approved, but unused Contingency remaining at the end of the job will be credited from the Contract Amount. Contractor has no entitlement to any portion of any unused Contingency.
- 4.5. As a condition precedent for any payment, Contractor shall submit a monthly invoice to the County requesting payment for services properly rendered and expenses due. Contractor's invoice shall describe with reasonable particularity the Work completed, the date thereof, the time expended if such Work were rendered pursuant to a fee and the person(s) rendering such Work. Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall bear the signature of a representative of the Contractor, which signature shall constitute Contractor's representation to the County that the Work indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to Contractor that payment of any portion thereof should be withheld. Submission of Contractor's invoice for final payment shall further constitute Contractor's representation to the County that, upon receipt by Contractor of the amount invoiced, all obligations of Contractor to others, including its consultants, incurred in connection with the Work, will be paid in full. Contractor shall submit invoices to the County at the following address:

Alachua County Public Works Director  
6125 NW 18<sup>th</sup> Drive  
Gainesville, FL 32653

[llalwani@alachuacounty.us](mailto:llalwani@alachuacounty.us)

- 4.6. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes (“Local Government Prompt Payment Act”), and the County shall remit all payments to:  
O'Steen Brothers, Inc.  
305 NE Highway 441  
Micanopy, Florida 32667  
[rickd@obidirt.com](mailto:rickd@obidirt.com)
- 4.7. Except as otherwise authorized in Section 4.1, the County shall not pay or reimburse Contractor for any expenses incurred by Contractor to perform the Work.

5. **PROGRESS PAYMENTS AND RETAINAGE:**

- 5.1. That it is agreed by both Parties hereto that progress payments and final payment for Work performed will be made in accordance with the provisions as stipulated in the NTP and the Contract Documents.
- 5.2. It is agreed that five percent (5%) of the amount earned through each progress payment shall be withheld by the County. The retainage shall be paid to Contractor pursuant to Section 5.3.
- 5.3. Within thirty (30) days of Substantial Completion of the Work as defined herein, or if not defined upon reaching beneficial occupancy or use, Contractor and County will develop a list (the “List”) of items required to achieve final completion of the Work. The List shall include the estimated cost of completion of each item on the List. Contractor will provide a first draft of the List within five (5) days of notice of Substantial Completion. The County will notify Contractor of acceptance or of any changes requested within ten (10) days of receipt of the draft List. The County shall deliver the final List to the Contractor no later than five (5) days after it has been developed as set forth above. The failure to include on the List any corrective work or pending items not yet completed does not alter, waive or release Contractor of its responsibility to complete such corrective work, pending items, or any other Work pursuant to the Agreement. Within twenty (20) business days after the list is created, the County shall pay the Contractor the remaining contract balance that includes all retainage previously withheld by the County less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the list. Upon completion of all items on the List, Contractor may apply for Final Payment for all remaining retainage withheld by the County. If a good faith dispute exists as to whether one or more items identified on the List have been completed pursuant to this Agreement, the County may continue to withhold an amount equal to one hundred and fifty percent (150%) of the total cost to complete such items until Contractor has rendered complete, satisfactory and acceptable to the County such items. All items that require correction under the Agreement and that are identified after the preparation and delivery of the List remain the obligation of Contractor. This section is intended to comply with the provisions of Section 218.735, Florida Statutes; in the event of any conflict, Florida law will prevail over this section.
- 5.4. The County shall not be obligated to make payment to Contractor for amounts that are the subject of a good faith dispute, or a claim brought pursuant to §255.05, Florida Statutes.

6. **FEDERAL REQUIREMENTS**

- 6.1. This Agreement may be funded by way of the American Rescue Plan Act (ARPA) and its terms. The Contractor agrees to be bound by all applicable state and federal laws and regulations and shall hold the County harmless against all claims of whatever nature arising out of the Contractor's performance of the Work to the extent allowed and required by law.
- 6.2. This Agreement is for Work related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further

outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

- 6.2.1. All products must meet BABAA requirements.
  - 6.2.2. Contractor shall comply with BABAA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABAA documentation.
  - 6.2.3. Contractor shall certify upon completion that all work and materials have complied with BABAA requirements.
  - 6.2.4. For any change orders, Contractor shall provide BABAA documentation for any new products or materials required by the change.
  - 6.2.5. Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work and shall be replaced at Contractor's expense.
  - 6.2.6. By submitting an application for payment, based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials, to contractor's knowledge, are compliant with BABAA requirements.
- 6.3. For this Agreement, payment of predetermined minimum wages applies. The U.S. Department of Labor (USDOL) Wage Rates applicable to this Agreement are listed in Wage Rate Decision Number FL20250276 and FL20250103, as modified up through ten days prior to the opening of bids. Obtain the applicable General Decision(s) (Wage Tables) and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed. Questions regarding wage rates and the applicability of wage tables should be submitted to the County Engineer or their representative. FL20250276 and FL20250103 is hereby incorporated in this Agreement as **Exhibit 13**. The Parties understand that due to unforeseen requirements of this Project other USDOL Wage Rates may apply and that the Contractors employees must receive the minimum compensation. Additional information pertaining to USDOL Wage Rates may be found at <https://sam.gov/wage-determinations>.
- 6.4. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing Work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement.
- 6.5. The Contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to the Work contained in this Agreement. The Contractors shall be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the Work. Ignorance on the part of the Contractor will in no way relieve it of responsibility. The Contractor shall abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

## 7. **ASBESTOS FREE MATERIALS:**

- 7.1. All Work under this Agreement will be performed with asbestos free materials. A written, notarized statement on company overhead is to be submitted with the executed Agreement certifying this fact. All payments shall be withheld until such statement is submitted.
- 7.2. Contractor agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Agreement, Contractor shall be

liable for all costs related to the abatement of such asbestos and damages or claims against the County.

8. **LIQUIDATED DAMAGES:**

- 8.1. It is agreed by both Parties that **TIME IS OF THE ESSENCE** for the completion of the Work. The Contract Time shall begin with the date provided in the NTP to Contractor by the County. Contract Time for Substantial Completion is One Hundred Eighty-Two (182) Working Days, as defined in **Exhibit 1: General Terms and Conditions**, from the begin date listed in the NTP. Contract Time for Final Completion is 60 working days from the date the County delivers the final List to the Contractor as provided in section 5.3, above, unless extended in accordance with §218.735(7)(c), Florida Statutes.
- 8.2. Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such Work is not Substantially Completed as herein defined or within such further time, if any, as shall be allowed for Contractor to achieve Substantial Completion in accordance with the provisions of this Agreement, Contractor shall pay the County as liquidated damages and not as a penalty the sum of Two Hundred Fifty Dollars and Zero Cents (\$250.00) per day for each and every working day after the date fixed for Substantial Completion the Work.
- 8.3. Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the Work is not finally completed as herein defined or within such further time, if any, as shall be allowed for Contractor to achieve final completion in accordance with the provisions of this Agreement, Contractor shall pay the County as liquidated damages and not as a penalty the sum of One Hundred Twenty-Five Dollars and Zero Cents (\$125.00) per day for each and every working day after the date fixed for such completion for the Work.
- 8.4. Contractor shall not be adjudged in default or subject to liquidated damages for force majeure, acts of God, or events beyond the direct control of the contractor or those over whom the Contractor exercised control over. It is understood that Contractor shall be required to interface with numerous individual homeowners and that in the event any homeowner(s) unreasonably interfere or unreasonably refuse to cooperate with Contractor, Contractor shall not be deemed to have delayed work under this section 8.
- 8.5. Contractor shall have no duty to force or enforce compliance as to the actions or inactions of any homeowner who unreasonably obstructs Contractor in the routine performance of their duty under this contract.

9. **RELEASE OF CLAIMS:**

It is agreed that when all Work contemplated by this Agreement has been completed and has been inspected and approved by the County or the County's authorized representatives, Contractor shall furnish to the County Contractor's Final Payment Affidavit in the form provided in **Exhibit 9**, attached hereto. Contractor shall also provide a Waiver of Right Against Payment Bond from every subcontractor, material man and supplier that has provided services or materials to the Project in the form provided in **Exhibit 10**, attached hereto, or on a form acceptable to the County.

10. **GOVERNING ORDER OF DOCUMENTS:**

In cases of discrepancy, the governing order of the documents is as follows:

- 10.1. Vendor's Bid Submittal
- 10.2. Amendments and Change Orders;

- 10.3. This Agreement;
- 10.4. Non- Technical Specifications from Bid No. 25-542-LC (**Exhibit 1**);
- 10.5. Technical Specifications from Bid No. 25-542-LC (**Exhibit 2**);
- 10.6. Plan Sheets: *100% Construction Documents of Santa Fe Hills Water System Renovation for Alachua County Public Works*, dated June 2025, for Invitation to Bid No. 25-542-LC;
- 10.7. Notice to Proceed;

**11. INDEMNIFICATION:**

- 11.1. To the maximum extent permitted by Florida law, but subject to the monetary limitation that the extent of Contractor's indemnification obligation shall not exceed One Million Dollars and Zero Cents (\$1,000,000.00) or the awarded amount of this Agreement (whichever is larger), Contractor agrees to indemnify and hold harmless the County, and its officers, commissioners and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and other persons employed or utilized by Contractor in the performance of the Agreement. Contractor agrees that indemnification of the County shall extend to any and all work performed by Contractor, its subcontractors, employees, agents, servants or assigns.
- 11.2. Contractor's obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- 11.3. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.
- 11.4. In any and all claims against the County or any of its agents or employees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.
- 11.5. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

**12. PUBLIC RECORDS:**

- 12.1. In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:
  - 12.1.1. Keep and maintain public records required by the County to perform the Services.
  - 12.1.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
  - 12.1.3. 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 of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.
  - 12.1.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Services. If Contractor transfers all public records to the County upon completion of the 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 completion of the Agreement, Contractor shall meet all

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

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us) OR (352) 264-6906 OR 12 SE 1<sup>ST</sup> STREET, GAINESVILLE, FL 32601.**

- 12.2. If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.
- 12.3. Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.

**13. AUDITING RIGHTS AND INFORMATION:**

- 13.1. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of ten (10) years from the date of termination of this Agreement or the date the Work is completed, whichever is later or such longer period of time as may be required by law. Contractor shall require all of its subcontractors to likewise retain all of their Project records and supporting documentation. County, and any duly authorized agents or representatives of County, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by County. Further, County, and any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all of Contractor's and any subcontractor's Project records and documentation as often as they deem necessary and Contractor shall cooperate in any audit, inspection, or copying of the documents. Employees' personal information is excluded, if exempt under Ch. 119, F.S. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.
- 13.2. If at any time, County conducts such an audit of Contractor's records and documentation and finds that Contractor overcharged County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Contractor with regard to the Project or under any other agreement between Contractor and County. If such amounts owed Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby acknowledges and agrees that it shall pay such remaining amounts to County within seven (7) business days of its receipt of County's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

**14. INSURANCE:**

Throughout the term of this Project, Contractor shall provide and maintain insurance of the types and in the amounts set forth in **Exhibit 8**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit 8-A**.

**15. PERMITS:**

Contractor will identify, obtain and pay for all necessary permits, permit application fees, licenses or any fees required that may in any way affect the Work outlined in this Agreement. If Contractor is not familiar with state and local laws, ordinances, code rules and regulations, Contractor remains liable for any violation and all subsequent damages or fines.

**16. BONDS:**

16.1. At least ten (10) days PRIOR to furnishing any labor, services or material in connection with the Project, Contractor shall provide the County with Payment and Performance Bonds, in the amount of one hundred percent (100%) of the Contract Amount, in the form attached hereto as **Exhibits 6 & 7**, the costs of which are to be paid by Contractor. It is mutually agreed between the Parties hereto that if, at any time after the execution of this Agreement and the required surety bond for its faithful performance and payment, the County shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work Contractor shall, at its own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the County. In such event, no further payment to Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in a manner and form satisfactory to the County.

16.2. In accordance with the requirements of §255.05(1)(a), Florida Statutes, Contractor shall record a copy of the Performance and Payment Bonds in the Public Records of Alachua County, Florida, within five (5) days of furnishing the Performance and Payment Bonds to the County. Contractor shall deliver a certified copy of the recorded Performance and Payment Bond to the County as evidence of recording said Bonds, within five (5) days of recording. The delivery of such evidence is a condition precedent to the County's obligation to make any payments to Contractor.

**17. SEVERABILITY AND AMBIGUITY:**

It is understood and agreed by the Parties to this Agreement that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of the Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.

**18. AMENDMENT:**

This Agreement may be amended by mutual written agreement that is executed by both of the Parties hereto. Further, this Agreement, including without limitation all changes in the maximum indebtedness, Project Specifications, time of completion, and other material terms and conditions, may be changed only by such written and executed amendment.

**19. INDEPENDENT CONTRACTOR:**

In the performance of this Agreement, Contractor will be acting in the capacity of an independent

contractor, and not as an agent, employee, partner, joint venture, or associate of the County. Contractor shall be solely responsible for the means, methods and techniques, sequences and procedures utilized by Contractor in the full performance of this Agreement. Neither Contractor nor anyone employed by Contractor shall represent, act, purport to act, or to be deemed to be the agent, representative, employee or servant of the County.

**20. OPTIONAL PARTICIPATION OF CONSULTANT:**

The County is free to elect to have an authorized agent or a consultant on the Project site to respond to requests for information made by Contractors, and to approve any payment requests. If the County does not elect to have a Consultant on the job site, any provisions incorporated in this Agreement referring to the Consultant shall be disregarded, and any requests for information and approvals of payment requests shall be made by the County's Public Works Manager or their designee.

**21. CHOICE OF LAW:**

The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. The sole and exclusive venue for any action under this Agreement shall be Alachua County, Florida.

**22. LAWS AND REGULATIONS:**

Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to Work required by this Agreement. Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the Work outlined in this Agreement. If Contractor is not familiar with state and local laws, ordinances, code rules and regulations, Contractor remains liable for any violation and all subsequent damages or fines.

**23. COMPLETE AGREEMENT:**

This Agreement contains the sole and entire Agreement between the County and Contractor and supersedes any other written or oral Agreements between them not incorporated herein.

**24. NON-WAIVER:**

The failure of any party to exercise any right in this Agreement will not waive such right in the event of any further default or non-compliance.

**25. SUCCESSORS AND ASSIGNS:**

Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the County. Subject to the provisions of the preceding sentence, each Party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other Party.

**26. NO THIRD-PARTY BENEFICIARIES:**

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

**27. COUNTERPARTS:**

This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

**28. WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS:**

28.1. Contractor's obligations to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither approval of any progress, nor approval of final payment by

a County employee, nor the issuance of a certificate of substantial completion, nor any payment by the Clerk of the Court to Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the County, nor any act of acceptance by the County, nor any failure to do so, nor any correction of faulty or defective Work by the County shall constitute an acceptance of Work not in accordance with the Contract Documents.

28.2. The making and acceptance of final payment shall constitute a waiver of all claims by Contractor against the County, other than those previously made in writing and still unsettled.

29. **TERMINATION FOR DEFAULT:**

29.1. Contractor shall be considered in material default of this Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Article, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by County or Design Professional or as provided for in the approved Master Project Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work contrary to the requirements of the Agreement; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) fails to promptly pay its subcontractors and suppliers; or (11) materially breaches any other provision of this Agreement.

29.2. If County determines that Contractor is in default under this Agreement, County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders that County may designate, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose. If default is solely a result of Contractor's failure to construct in accordance with the Master Project Schedule, then twenty-one (21) calendar days shall be allowed to cure the default. In making either the initial determination that Contractor is in default under this Contract or the subsequent determination that Contractor has failed to satisfactorily cure its default, County may rely solely upon the Design Professional's certification to County that in the Design Professional's opinion the Contractor is in default or has failed to satisfactorily cure its default. The Library Director has authority to terminate this Agreement.

29.3. If County deems any of the foregoing remedies necessary, Contractor shall not be entitled to receive any further payments hereunder until after the Work is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the unpaid balance of the Contract Amount/GMP, and if such expenditures exceed the unpaid balance of the Contract Amount/GMP, Contractor shall pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount/GMP exceeds all such costs, expenditures and damages incurred by County to complete the Work, Contractor shall not be entitled to any portion of such excess, except for the

unpaid portion of the Contractor's Fee earned and the Cost of Work incurred prior to Contractor's right to continue performance under this Contract being terminated. Any amounts to be paid to County by Contractor pursuant to this provision shall be certified by Design Professional, upon application, and this obligation for payment shall survive termination of the Agreement.

- 29.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder. Further, in the event County has exercised its right to terminate due to Contractor's default, Contractor shall be prohibited from bidding or otherwise seeking additional work from County in accordance with County's then current debarment policy.
- 29.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then such termination shall be deemed a termination for County's convenience and Contractor's remedies against County shall be the same as and limited to those afforded Contractor under Section 29 below.

30. **TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION:**

- 30.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount/GMP earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated profit on portions of the Work not performed.
- 30.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended and later recommenced, Contractor's sole and exclusive remedy shall be to seek an extension to the Contract Time in accordance with the procedures set forth in the Contract Documents. In no event shall Contractor be entitled to any additional compensation or damages, except as otherwise expressly provided for in the Contract Documents. Provided, however, if the ordered suspension exceeds ninety (90) calendar days, Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

31. **WORKPLACE VIOLENCE:** Employees of Contractor are prohibited from committing any act of Workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a Contractor's employee.

- 31.1. Battery: intentional offensive touching or application of force or violence to another.
- 31.2. Stalking: willfully, maliciously and repeatedly following or harassing another person.

32. **DUTIES AND OBLIGATIONS:** The rights and remedies available hereunder, and, in particular without limitation, the warranties, guarantees and obligations imposed upon Contractor by this Agreement (No. 14734) and the rights and remedies available to the County thereunder, shall be in addition to and not a limitation of any otherwise imposed or available law, by special guarantee or other provisions of the Contract Documents and Specifications.

33. **POLLUTION ABATEMENT:** Contractor shall comply with all Federal, State and Local laws and regulations controlling pollution of the environment. It shall take necessary precautions to prevent

pollution of streams, lakes and ponds with fuels, oils, bitumens, chemicals and other harmful materials. It shall take necessary measures to minimize soil erosion.

34. **INJURY OR DAMAGE TO PEOPLE OR PROPERTY:** Should the County or Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of Contractor's employees or agents or others for whose acts Contractor is legally liable, claim shall be made in writing to the County within a reasonable time of the first observance of such injury or damage.
35. **HEALTH CONSIDERATIONS:** Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of its employees as are necessary to comply with the requirements and regulations of the State and Local Boards of Health. Contractor shall commit no public nuisance.
36. **ELECTRONIC SIGNATURES:** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
37. **E-VERIFY:** Pursuant to F.S. §448.095, Contractor shall register and use the U.S. Department of Homeland Security's E-Verify System to verify the work authorization status of all new employees hired by the Contractor during the term of this Agreement. Contractor shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize such E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify System is located at <https://www.uscis.gov/E-Verify>. Failure to comply with this section is grounds for termination and Contractor (a) may not be awarded a public contract for at least 1 year after the date on which this Agreement was terminated and (b) Contractor is liable for any additional costs incurred by the County as a result of termination of this Agreement.
38. **AFFIDAVIT OF NO COERCION:**
- 38.1. Section 787.06(13), Florida Statutes, requires any governmental entity, when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) and 787.06(2)(e), Florida Statutes.
- 38.2. The Contractor will comply with this statutory requirement by completing and executing the Affidavit of No Coercion for Pursuant to §787.06, Florida Statutes, a copy of which is attached to this Agreement as **Exhibit 11**.
39. **CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED:**
- 39.1. Section 287.138, Florida Statutes, prohibits any governmental entity from contracting with entities of foreign countries of concern if the contract provides the vendor with access to an individual's personal identifying information and:
- 39.1.1.1. The entity is owned by the government of a foreign country of concern;

- 39.1.1.2. The government of a foreign country of concern has a controlling interest in the entity; or
  - 39.1.1.3. The entity is organized under the laws of or has its principal place of business in a foreign country of concern.
  - 39.2. The statute identifies foreign countries of concern as: The People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.
  - 39.3. The Contractor will comply with this statutory requirement by completing and executing the Affidavit Regarding Foreign Country of Concern, a copy of which is attached to this Agreement as **Exhibit 12**.
40. **SIGNATURE AUTHORITY:** The Contractor represents and warrants to the County that the undersigned is authorized to execute this Agreement on behalf of the Contractor.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first written below.

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

Board of County Commissioners

Date: \_\_\_\_\_

**ATTEST**

**APPROVED AS TO FORM**

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk  
(SEAL)

\_\_\_\_\_  
Alachua County Attorney's Office

**CONTRACTOR**

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

Print: \_\_\_\_\_

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

Date: \_\_\_\_\_

**IF CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.**

**EXHIBIT 1: NON-TECHNICAL SPECIFICATIONS**

**Non-Technical Specifications  
(General Terms and Conditions)**

**Santa Fe Hills Water System Renovations**

## 1. **DEFINITIONS**

These definitions apply to this exhibit and any all-subsequent exhibits. Where the following terms or their pronouns occur herein, the intent and meaning shall be as follows:

- 1.1. **AGREEMENT:** The written document between the County and the Contractor covering the Work to be performed, including the Contractor's Bid and the Bonds.
- 1.2. **BONDS:** Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.
- 1.3. **CHANGE ORDER:** A written order to the Contractor, signed by the Board of County Commissioners or County Manager, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued after execution of the Agreement.
- 1.4. **CONTINGENCY AMOUNT:** The total monies established to efficiently and timely address any unknown or unanticipated conditions and pay factor adjustments. Contractor has no entitlement to any contingency amount without written notice from the County.
- 1.5. **CONTRACT:** The written agreement incorporating the bid submitted by the bidder and which is approved by the Board, or its designee, along with all documents covering the Work to be performed.
- 1.6. **CONTRACT PRICE:** The total monies payable to the Contractor plus the established contingency amount under the provisions of the Contract Documents.
- 1.7. **CONTRACT DOCUMENTS:** The Agreement, Specifications, Drawings, Addenda whether issued prior to the opening of bids or execution of the Contract and Modifications.
- 1.8. **CONTRACT TIME:** The number of days stated in the Agreement for the completion of the Work.
- 1.9. **CONTRACTOR:** The person, firm or corporation with whom the County has executed a contract for the performance of the Work, or his legally authorized representative.
- 1.10. **COUNTY:** Alachua County, Florida, through the Board of County Commissioners, or its authorized legal representative.
- 1.11. **COUNTY ENGINEER:** The Alachua County Engineer, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.
- 1.12. **DIRECTOR:** The Department Director, or his authorized representative, 5620 NW 120 Lane, Gainesville, Florida 32653, acting for the County.
- 1.13. **DRAWINGS:** The drawings and plans which show the character and scope of the Work to be performed, and which have been prepared or approved by the Director and are referred to in the Contract Documents.
- 1.14. **FIELD CHANGE ORDER:** A written order to the Contractor signed by the Public Works Director or designee for modifications to the work that do not increase the Contract Price, that do not increase Contract Time and that do not increase the size (project limits), function (project type) or intended use of the work.
- 1.15. **PROJECT REPRESENTATIVE:** The authorized representative of the Director who is assigned to the project or any parts thereof.
- 1.16. **RESPONSIBLE AGENT:** The duly authorized representative of the Alachua County Board of County Commissioners or the Contractor during the contract period.
- 1.17. **SHOP DRAWINGS:** All Drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, materials or some portion of the Work.
- 1.18. **SPECIFICATIONS:** The directions, provisions and requirements contained herein, together with all written Agreements made or to be made, setting out or relating to the method and manner of performing the Work, or to the quantities and qualities of materials and labor to be furnished under the Contract.
- 1.19. **SUBCONTRACTORS:** Any person, firm or corporation, other than the Contractor, supplying labor, equipment or material for work at the site of the project.

- 1.20. **WORK:** Any and all obligations, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.
- 1.21. **BUILD AMERICA, BUY AMERICA ACT (BABAA):** Requirements instituted by the Bipartisan Infrastructure Law of 2021 mandating domestic preference that all iron and steel, manufactured product, and construction materials are produced in the United States.
- 1.22. **CONSTRUCTION MATERIALS:** Those articles, materials, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that are or consist primarily of: non-ferrous metals, plastic and polymer-based products, glass, lumber, or drywall.
- 1.23. **MANUFACTURED PRODUCT:** Items assembled out of components, or otherwise made or processed from raw materials into finished products. Manufactured products must be manufactured (assembled) in the United States, and the cost components that were mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the product.
- 1.24. **MANUFACTURER’S CERTIFICATION** – Documentation provided by a Manufacturer, certifying that the items provided by the Manufacturer meet the domestic preference requirements of BABAA.

## **2. STARTING THE WORK**

### **2.1. Schedule**

Within ten (10) days after execution of the Agreement, the Contractor will submit to the County Engineer for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a schedule of Shop Drawings submissions.

### **2.2. Pre-Construction Conference**

Before starting Work, a conference will be held to review the above schedules and submittal package (See 2.5 Submittals), to establish procedures for handling Shop Drawings and other submissions, to establish procedures for processing applications for payment and to establish a working understanding between the parties as to the project. Present at the conference will be the County Engineer, and/or his Project Representative, and the Contractor and utility company representatives.

### **2.3. Notice to Proceed**

Upon execution and delivery of the Agreement, the County Engineer will give the Contractor a written Notice to Proceed stating date by which the Contractor must start the Work; but such date shall not be more than thirty (30) days after the date of execution and delivery of the Agreement. No work shall be done prior to receipt of the Notice to Proceed.

### **2.4. Commencement of Time**

The Contract Time shall commence on the date when the Work is actually started but no later than the date provided in the Notice to Proceed.

### **2.5. Submittals**

The Contractor’s submittal package for the Pre-Construction meeting shall include: the Surveyor’s License Confirmation on a form provided by the County, Maintenance of Traffic Plan, Erosion & Sedimentation Control Plan, and Stormwater Pollution Prevention Plan to be approved by the County prior to any construction activities along with any other requirements or permits as outlined in this document. All submittals must be approved by the County prior to implementation.

## **3. INTENT OF CONTRACT DOCUMENTS**

- 3.1. It is the intent of the Specifications and Drawings to describe a complete project to be constructed in accordance with the Contract Documents.
- 3.2. The Contract Documents comprise the entire Agreement between the County and the Contractor. They may be amended only by approval of a Change Order or Field Change Order or Contract

Amendment.

**4. OWNERSHIP AND COPIES OF DOCUMENTS; RECORD DOCUMENTS**

- 4.1. All Specifications, Drawings and copies thereof furnished by Alachua County shall remain the property of Alachua County. They shall not be used on another project, and with the exception of those sets of Contract Documents which have been signed in connection with the execution of the Agreement, shall be returned to the County on request upon completion of the project.
- 4.2. The County will furnish to the Contractor three (3) copies of the Drawings as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.
- 4.3. The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Director and/or his Project Representatives.

**5. WORK BY OTHERS**

- 5.1. The County may perform additional work related to the project itself, or the County may let other direct contracts therefore, which shall contain General Conditions similar to these. The Contractor shall afford the other Contractors who are parties to such direct contracts (or the County, if it is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
- 5.2. If any part of the Contractor's Work depends on proper execution or results upon the work of any such other Contractor (or the County), the Contractor will inspect and promptly report to the County Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure to so report shall constitute an acceptance of the other work as to be fit and proper for the relationship of his Work, except as to defects and deficiencies which may appear in the other work after the execution of his Work.
- 5.3. The Contractor will do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County Engineer.
- 5.4. If the performance of additional work by other contractors or the County is not noted in the Contract Documents prior to the award of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. Contractor work schedules shall be adjusted to allow for any necessary utility adjustments identified prior to start of work. If the Contractor believes that the performance of such additional work by the County or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in **Exhibit 1, Non-Technical Specifications**, Paragraphs 15-17.

**6. RESPONSIBLE AGENT**

- 6.1. The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the contractor.
- 6.2. The County Engineer will be the responsible agent for the County. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor.
- 6.3. A letter when addressed and sent by certified list mail to either party, at its business herein, will constitute notice required in this contract.

**7. ACCIDENT PREVENTION**

- 7.1. Precaution shall be exercised at all times for the protection of employees, other persons and property.

- 7.2. Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent or his designee of such conditions.

## **8. SUBCONTRACTS**

- 8.1. The Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom the County or the County Engineer may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the County and the County Engineer, prior to written concurrence by the County Engineer.
- 8.2. The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the County or the County Engineer or any obligation on the part of the County or the County Engineer to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The Director may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor as compensation for specific Work performed.
- 8.3. The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any trade.
- 8.4. The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, will thereby automatically be deemed to be bound by such terms and conditions.

## **9. PHYSICAL AND SUBSURFACE CONDITIONS**

- 9.1. The County Engineer will, upon request, furnish to the Contractor copies of all available boundary surveys and subsurface tests.
- 9.2. The Contractor will promptly notify the County Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The County Engineer will promptly investigate those conditions and determine if further surveys or subsurface tests are necessary. Promptly thereafter, the County Engineer will obtain the necessary additional surveys and tests and furnish copies to the Contractor. If the County Engineer finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions.
- 9.3. Contractor does not warrant and has not performed any tests or examinations to discover latent or patent defects which may be hidden such as unmapped or abandoned utilities, public or private. Nor has Contractor performed any testing such as borings or soil samples and is relying on the existing status of the project area as presented by the County.
- 9.4.

## **10. COUNTY ENGINEER'S STATUS DURING CONSTRUCTION**

- 10.1. The County Engineer shall be the County's representative during the construction period. All instructions of the County to the Contractor shall be issued through the County Engineer.
- 10.2. The County Engineer will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, nor will he be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions incident

thereto. His efforts will be directed toward providing assurance for the County that the completed project will conform to the requirements of the Contract Documents, but he will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the County informed of the progress of the Work and will endeavor to guard the County against defects and deficiencies in the Work of the Contractor.

- 10.3. The County Engineer will have authority to disapprove of or reject Work, which is defective, i.e., it is unsatisfactory, faulty or defective, does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in **Exhibit 1, Non-Technical Specifications**, Paragraph 12. He will also have authority to require special inspection or testing of the Work as provided in **Exhibit 1, Non-Technical Specifications**, Paragraph 14.3, whether or not the Work is fabricated, installed or completed.
- 10.4. Neither the County Engineer's authority to act under this **Exhibit 1, Non-Technical Specifications** Paragraph 10 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the County Engineer to the Contractor and Subcontractor, any of their agents or employees or any other person performing any of the Work.

## **11. COUNTY ENGINEER'S INTERPRETATIONS AND DECISIONS**

- 11.1. The County Engineer will issue with reasonable promptness such written clarifications or interpretations (in the form of drawings or otherwise) as he may determine necessary for the proper execution of the Work. Such clarifications and interpretations are to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefore as provided in **Exhibit 1, Non-Technical Specifications**, Paragraph 16.
- 11.2. The County Engineer will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance there under. In his capacity as interpreter and judge he will exercise his best efforts to ensure faithful performance by both the County and the Contractor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the County Engineer for decisions, which he shall render in writing within a reasonable time.

## **12. TESTS AND INSPECTIONS**

- 12.1. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the County Engineer timely notice of readiness, therefore. The Contractor will furnish the County Engineer the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials, or such other applicable organization as may be required by law or the Contract Documents. If any such Work required so to be inspected, tested or approved is covered up without written approval or consent of the County Engineer, it must, if directed by the County Engineer, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.
- 12.2. Any Work which fails to meet the requirements of any such test, inspection or approval and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents shall be considered defective. Such defective Work may be rejected, corrected or accepted as provided in **Exhibit 1, Non-Technical Specifications**,

Paragraph 19.

- 12.3. Neither observations by the County Engineer nor inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

### **13. CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE**

- 13.1. The Contractor will supervise and direct the Work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work, he will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. He will at once report in writing to the County Engineer any conflict, error or discrepancy which he may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.
- 13.2. The Contractor will keep on the Work, at all times during its progress, a resident superintendent satisfactory to the County Engineer. The superintendent shall not be replaced without the consent of the County Engineer, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.
- 13.3. The Contractor will provide competent, suitably qualified personnel and perform construction as required by the Contract Documents. Survey and layout work shall be performed under direction of a Florida Registered Land Surveyor. Surveyor is required to sign, seal and return a form provided by the County. He will at all times maintain good discipline and order among his employees at the site.
- 13.4. The County Engineer will not be responsible for the acts or omissions of the Contractor, any Subcontractors, any of his or their agents or employees or any other persons performing any of the Work.
- 13.5. The Contractor shall have a responsible person or persons available on 24-hour basis seven (7) days a week in order that contact can be made in emergencies and in cases where immediate action must be taken to maintain traffic or to overcome any other problem that might arise. The furnishing of a telephone number where such person or persons can be reached outside of normal working hours will constitute compliance with this provision.

### **14. ACCESS TO THE WORK: UNCOVERING FINISHED WORK**

- 14.1. The County Engineer and his representatives and other representatives of the County will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.
- 14.2. If any Work is covered contrary to the request of the County Engineer, it must, if requested by the County Engineer, be uncovered for his observation and replaced at the Contractor's expense.
- 14.3. If any Work has been covered which the County Engineer has not specifically requested to observe prior to its being covered, or if the County Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing, that portion of Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services. If, however, such Work is found to be non-defective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Contract Price or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided in **Exhibit 1, Non-Technical Specifications**, Paragraph 16 and 17.

## **15. CHANGES IN THE CONTRACT WORK**

- 15.1. Without invalidating the Agreement, the County may, at any time or from time to time, order additions, deletions, or revisions in the Work. These will be authorized by Change Order or Field Change Order as appropriate. Upon receipt of written authorization, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any changes in the Work cause an increase or decrease in the Contract Price, addition of Pay Items, or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in **Exhibit 1, Non-Technical Specifications**, Paragraphs 16 and 17.
- 15.2. The Public Works Director may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Change Order. If the Contractor believes that any minor change or alteration authorized by the Director entitles him to an increase in the Contract Price, he may make a claim therefore as provided in **Exhibit 1, Non-Technical Specifications**, Paragraph 16.
- 15.3. Additional work performed by the Contractor prior to written authorization will not automatically entitle him to additional compensation, an increase in the Contract Price, or an extension of the Contract Time.
- 15.4. It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price, and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the County.

## **16. CHANGE OF CONTRACT PRICE**

- 16.1. The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price. The Contract Price constitutes the total compensation payable to the Contractor for performing the Work plus any applicable Contingency Amount authorized in accordance with this agreement.
- 16.2. The Contract Price may only be changed by a Change Order or Field Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an increase in the Price, his notice of intent to file a claim shall be in writing delivered to the County Engineer within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the County Engineer in writing within fifteen (15) days after the elimination of the event, giving rise to the claim. Change orders and field change orders will be approved by the following procedure:
  - 16.2.1. The Public Works Director or his designee may approve Field Change Orders that, either cumulatively or individually, increase the Contract Price up to the total amount of the contingency, provided that such Field Change Orders do not extend contract time or do not expand the size, function or intended use of the project contained in the contract documents.
  - 16.2.2. The County Manager may approve Change Orders that, either cumulatively or individually, increase the Contract Price up to the total amount of the contingency; or Change Orders that, either cumulatively or individually, increase the Contract Price by ten percent of the original Contract Price or \$100,000, whichever is less, provided that such Change Orders do not expand the size, function or intended use of the project contained in the contract documents.
  - 16.2.3. The Board of County Commissioners has the sole authority to approve Change Orders that increase the Contract Price by more than ten percent of the original Contract Price or \$100,000 or Change Orders that expand the size function or intended use of the project contained in the contract documents.
- 16.3. The value of any Work covered by a Change Order or Field Change Order, for any claim for an increase in the Contract Price, shall be determined in the following ways:
  - 16.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

- 16.3.2. Mutual acceptance of a lump sum or unit price.
- 16.3.3. Cost and a mutually acceptable fixed amount for overhead and profit.
- 16.3.4. If none of the above methods is agreed upon, the value shall be determined on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workman's compensation, etc.) materials, equipment, and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for the Contractor's combined overhead and profit, shall be as follows:
  - 16.3.4.1. for all such Work done by his own organization, the Contractor may add up to 10% (ten percent) of his actual increase in cost; and
  - 16.3.4.2. for all such Work done by Subcontractors, each Subcontractor may add up to 10% (ten percent) of his actual net increase in cost for combined overhead and profit; and the Contractor may add up to 5% (five percent) of the Subcontractor's total for his combined overhead and profit, provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work. In such case and also under paragraph 16.3.4.3, the Contractor will submit in a form prescribed by the Director an itemized cost breakdown together with supporting data
- 16.3.5. Pay factor adjustments shall be adjusted in accordance with details outlined in **Exhibit 2, Technical Specifications**.

## **17. CHANGE OF THE CONTRACT TIME**

- 17.1. The Contract Time may be changed solely in a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, his notice of intent to file a claim shall be in writing delivered to the County Engineer within ten (10) days of the discovery of and the event giving rise to the claim. The claim shall then be delivered to the County Engineer in writing within fifteen (15) days after the elimination of the event, giving rise to the claim. The County Manager may approve any extension in Contract Time. Contract Time shall not be extended for County designated holidays. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 17.2. It is specifically understood that actions or inactions on the part of individual homeowners not under the control of the Contractor may engender a request for additional time to complete. Contractor shall suffer no loss or penalty due to the actions or inactions or homeowners, renters or landholders in the project area refusing or obstructing Contractor's work.
- 17.3. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor, if he makes a claim therefore as provided in **Exhibit 1, Non-Technical Specifications**, Paragraph 17.1. Such delays shall only include acts of neglect by any separate contractor employed by the County, fires, floods, labor disputes, epidemics, abnormal weather conditions, acts of God or other delays at the sole discretion of the County.
- 17.4. All time limits stated in the Contract Documents are of essence in the Agreement. The provisions of this **Exhibit 1, Non-Technical Specifications**, Paragraph 17, shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

## **18. NEGLECTED WORK**

If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, after three (3) days' written notice to the Contractor, the County Engineer may, without prejudice to any other remedy he may have, make good such deficiencies, and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor. In this case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract

Price. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the County.

**19. WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

- 19.1. The Contractor warrants and guarantees to the County and the County Engineer that all materials and equipment will be new unless otherwise specified; that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.
- 19.2. If required by either the Director or the County Engineer prior to approval of final payment, the Contractor will promptly, without cost to the County and as required by either the Director or the County Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the County Engineer, remove it from the site and replace it with nondefective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as required by written notice from either the Director or the County Engineer, the County may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect cost of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.
- 19.3. (reserved).
- 19.4. If, instead of requiring correction or removal and replacement of defective Work, the County prefers to accept it, the County may do so. In such case, the appropriate reduction in the bid item amount shall be negotiated with the Contractor by the County Engineer with the appropriate reductions submitted in the application for final payment. In the event the appropriate reduction cannot be negotiated, the provisions of **Exhibit 1, Non-Technical Specifications**, Paragraph 16.3.4 shall prevail.

**20. APPLICATIONS FOR PROGRESS PAYMENTS**

- 20.1. Not more than once a month, the Contractor shall submit to the County for review the application for payment, covering the Work completed as of the date of the application. If payment is requested by the Contractor on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the request for payment shall also be accompanied by such supporting data, satisfactory to the County Engineer, as will establish 100% of invoice cost. Such payment to the Contractor shall not exceed seventy-five percent (75%) of the Unit Bid Price. Materials missing or damaged, for which partial or total payment has been made, shall be replaced by the Contractor at his expense.
- 20.2. Upon receipt of each progress payment from the County, the Contractor shall, in accordance with Section 255.073(3), Florida Statutes, pay each of its subcontractors and suppliers all amounts due for labor, services, and materials furnished by said subcontractors and suppliers through the date of said application for progress payment for which payment has been received by the Contractor. In addition, Contractor shall include a provision in each of its subcontracts to require, in accordance with Section 255.073(3), Florida Statutes, that when its subcontractors receive a payment from Contractor for labor, services, or materials furnished by subcontractors and suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors and suppliers within 7 days after the subcontractor's receipt of payment from the Contractor. Contractor's failure to comply with this subsection shall constitute a material breach

of this Agreement.

- 20.3. For the purposes of this Agreement, a "Claimant" is defined as all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in this Agreement. Each application for a progress payment must include a Waiver of Right to Claim Against the Payment Bond (Progress Payment) from each Claimant for Work complete through the date of the Contractor's last application for progress payment (example: Contractor's 3rd application for progress payment must include waivers from each Claimant for all Work completed through the date of Contractor's 2nd application for progress payment). The form of the waiver must be in substantially the same form as set forth in Section 255.05(2)(b), Florida Statutes, and must be executed by the claimant, which said execution to be notarized by a Florida Notary Public. Contractor's requirement to furnishing written, executed and notarized Waivers from each Claimant is a condition precedent to the County's obligation to pay each application for progress payment; however, this requirement shall not apply if the Contractor's surety issues written consent to the County stating that the County may remit payments to the Contractor without first obtaining said waivers.
- 20.4. Each application for progress payment shall constitute a representation and warranty by the Contractor that all Work has progressed to the point indicated, that the Work is in accordance with the Contract Documents, and that the Contractor is entitled to the payment requested. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the project or not, will have passed to the County within 10 days after receipt of payment for said progress payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "claims"). The Contractor further warrants and guarantees that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. Non-payment of subcontractors and suppliers will be referred to the Contractor's Surety for resolution.
- 20.5. All applications for progress payments shall be processed and paid by the County, less applicable retainage, in accordance with the Local Government Prompt Payment Act, Part IIV, Chapter 218, Florida Statutes.

## **21. APPROVAL OF PAYMENTS**

- 21.1. The Contractor's submission of any application for payment shall constitute a representation and warranty by the Contractor to the County that the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents and any qualifications stated in the application, and that the Contractor is entitled to payment of the amount requested. Neither the County Engineer's approval of an application for payment nor the County's payment of same shall constitute acceptance of defective, non-conforming or incomplete Work, nor shall it constitute a waiver of any of the County's rights under this Agreement, nor shall it excuse the Contractor from full performance under this Agreement.
- 21.2. [This subsection was intentionally left blank].
- 21.3. The County Engineer may reject the whole or any part of any application for payment if, in his opinion:
  - 21.3.1. The Work is defective.
  - 21.3.2. Claims have been filed, or there is reasonable evidence indicating the probable filing thereof.
  - 21.3.3. The Contract Price has been reduced to an amount that is insufficient to pay the application for payment.
  - 21.3.4. The County corrects defective Work or completes the Work in accordance with the Non-Technical Specifications, Paragraph 18, or

- 21.3.5. The Contractor has unsatisfactorily prosecuted the Work, including failure to clean up as required by the Non-Technical Specifications, Paragraph 23.
- 21.3.6. The County previously paid for Work that is subsequently determined by the County Engineer to be defective, non-conforming or incomplete, then the County Engineer may withhold from the current application for payment, and any future applications for payment, an amount equal to 150% of the cost to correct the defective Work.

## **22. FINAL PAYMENT**

- 22.1. Upon notification from the Contractor that the project is complete, the County Engineer will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.
- 22.2. After the Contractor has completed any such corrections to the satisfaction of the County Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents, all as required by the Contract Documents, he may receive final payment following the procedure for progress payments. The final application for payment shall be accompanied by the Contractor's Affidavit and Release of Lien and Subcontractor/Materialman Waiver and Release of Lien, utilizing forms provided by the County. Nothing in this section waives the rights of the Contractor under Section 255.05(11) F.S. The County Engineer will execute a Certificate of Completion and recommend final payment.
- 22.3. If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final application for payment, all as required by the Contract Documents, the County Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within ten (10) days after Contractor concurrence of the final application for payment, indicate in writing his approval of payment and present the application to the Clerk of the Court for payment. The Clerk of the Court will pay the Contractor the amount approved by the County Engineer in accordance with Florida's Prompt Payment Act.
- 22.4. If after substantial completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the County Engineer confirms, the County shall, upon certification by the County Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the County Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim.

## **23. CLEANING UP**

The Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and, at the completion of the Work, he will remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment and machinery and surplus materials, leaving the site clean and ready for occupancy by the County. The Contractor, at his expense, will restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

## **24. COUNTY'S RIGHT TO STOP OR SUSPEND WORK**

- 24.1. If the Work is defective, if the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment or if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, the County may order the Contractor to stop the Work, or any

portion thereof, until the cause for such order has been eliminated. The Contractor will be allowed no increase in Contract Price or extension of the Contract Time.

- 24.2. The County may, at any time and without cause, suspend the Work at any portion thereof, for a period of not more than a cumulative ninety (90) days by notice in writing to the Contractor, and shall determine the date on which the Work will be resumed. The Contractor will resume the work on the date so determined. The Contractor may be allowed an increase in the Contract Price or an extension of the Contract Time directly attributable to any suspension provided he makes a claim therefore as provided in **Exhibit 1, Non-Technical Specifications**, Paragraphs 16 and 17.

**EXHIBIT 2: TECHNICAL SPECIFICATIONS**

**TECHNICAL SPECIFICATIONS**

**PART 1**

**Santa Fe Hills Water System Renovations**

## **1. E-01 GENERAL**

All described in these specifications supplement the work detailed in the construction drawings for County Project titled *100% Construction Documents of Santa Fe Hills Water System Renovation for Alachua County Public Works*, dated June 2025, incorporated by reference as if they were specifically set forth herein; copies of which are available at <https://procurement.opengov.com/portal/alachuacounty/projects/171968> for *Invitation to Bid No. 25-542-LC, "#14734 - Santa Fe Hills Water System Renovations"*, prepared by **JBPro**. In the event any work conflicts with the aforementioned construction drawings and these Technical Specifications, the provision herein shall prevail.

All work shall be performed in accordance with the design plans and the "Technical Specifications." Deviation from these standards will be permitted only upon presentation of specific written authorization by the County.

## **2. E-02 LAYING OUT THE WORK**

The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout, both horizontal and vertical, shall be completed by a Land Surveyor, or by someone under the responsible charge of a Land Surveyor, who is registered in the State of Florida. Layout work may be completed by a party other than a registered Land Surveyor with approval from the County Engineer. Work completed via layout not performed by a registered Land Surveyor shall be verified by an "as-built" survey completed by a Land Surveyor, or by someone under responsible charge of a Land Surveyor, who is registered in the State of Florida. "As-built" work found to be out of compliance with the construction plans or specifications shall be removed and reconstructed at the Contractor's expense. The construction plans and right-of-way maps, if available, are at the Public Works Department for review. Survey control points disturbed or destroyed by the Contractor shall be replaced by the Contractor's Surveyor at the Contractor's expense. Survey monuments, markers or other survey control points, which will be removed by construction, shall be properly referenced to the right-of-way line prior to removal. Reference monumentation for all survey control shall be provided to the County upon project completion.

## **3. E-03 DISCREPANCIES**

In cases of discrepancy in the general conditions or technical specifications, the governing order of documents is as follows:

1. Bid addendums.
2. Exhibit 2 – Part 2 – Technical Specifications
3. Exhibit 2 – Part 1
4. Exhibit 1
5. Instruction to Bidders

#### **4. E-04 CONFLICT OF INTEREST**

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

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

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

#### **5. E-05 INSPECTOR GENERAL**

The Contractor and their subcontractors shall comply with Florida Statute, 20.055(5).

#### **6. E-06 PAY ITEM SPECIAL CONDITIONS & SPECIAL PAY ITEMS**

##### **Video Documentation**

Provide a digital video recording of the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy. This work shall be paid under the bid item for mobilization.

##### **Equipment Storage and Material Laydown**

No equipment or material shall be stored within the clear zone. Alachua County Public Works shall be provided with a copy of any agreement for a lay down/storage/parking yard with a public or private property owner, other than the County.

## **Technical Specifications - Part 2**

**PROJECT SPECIFICATIONS  
FOR**

**SANTA FE HILLS  
WATER SYSTEM RENOVATION  
2025**



## **CSI Specification Sections – Master Format 2020 Santa Fe Hills Water System 2025**

### **Division 1 – Non-Technical Specifications**

00 10 00      General Requirements

### **Division 31 – Earthwork**

31 00 00      Earthwork  
31 10 00      Site Clearing  
31 25 00      Erosion & Sedimentation Control

### **Division 32 – Exterior Improvements**

32 12 16      Asphalt Pavement  
32 13 13      Concrete Pavement

### **Division 33 – Utilities**

33 10 00      Water Utilities

TOC-1

## SECTION 00 10 00

### GENERAL REQUIREMENTS

#### PART 1 - GENERAL

##### 1.1 GENERAL REQUIREMENTS

- A. The work generally consists of the termination existing water main connection at Santa Fe Hills Lot 46 and abandonment of the existing water system, connection to the City of Alachua's existing 8" PVC water main along CR235A, construction of a new potable water distribution system with service connections to all lots served by the existing water system, and connection of the new water services to home water supplies. Work shall include proper abandonment of the existing Water Treatment Plant well in accordance with FDEP requirements. Work shall also include restoration and sodding of disturbed areas, replacement of pavement and sidewalk, and repairs of residents' landscaping and hardscaping impacted by water main installation. Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to complete concrete repair projects requested by the County.
- B. Related Sections: All work specified shall be performed in accordance with the Florida Department of Transportation (FDOT) Standard Plans, current edition, the FDOT Standard Specifications for Road and Bridge Construction, current edition, City of Alachua (COA) Design and Construction Manual, current edition, and the 100% Construction Documents, except as provided for in the attached document "Santa Fe Hills Water System Renovation Technical Specifications." Deviation from these standards will be permitted only upon presentation of specific written authorization by the County.

##### 1.2 DESCRIPTION OF GOODS AND SERVICES

- A. A partial list of products to be ordered are described in the Invitation to Bid (ITB) Pricing Form.
- B. Mobilization shall be included in the unit cost of the work performed.

##### 1.3 RELEASE OF LIEN

- A. Prior to any payment for completed and accepted work, the Contractor shall provide an Affidavit and Release of Lien and Subcontractor/Materialman Waiver and Release of Lien on a form acceptable to the Entities.

##### 1.4 SCHEDULING

- A. Contractor shall provide a schedule for the work to be performed within 48 hours of the issuance of a purchase order. Contractor shall provide a weekly update on work progress.

##### 1.5 TRAFFIC CONTROL

- A. Contractor shall provide necessary traffic control in conformance with FDOT Standard Plans (current edition), during the conduct of any work requested by the Entities under this contract.

## 1.6 ADDITIONS TO CONTRACT

- A. The County reserves the option to add or delete services and/or items within the scope of this Agreement, based on the hourly bid rate and accepting a mutually agreed upon price which must be approved by Procurement; or, by obtaining such items via the County's Procurement Procedures, as deemed in the County's best interest.

**PART 2 – WORK WITHIN THE CITY AND COUNTY RIGHT-OF-WAY**

- 2.1 The method and manner of performing the work and the qualities of material for construction within the right-of-way shall conform to the requirements specified by the City of Alachua and Alachua County for work within their respective rights-of-way.
- 2.2 Traffic control within existing r/w shall be in accordance with the latest Manual on Uniform Traffic Control Devices (MUTCD) or FDOT standards for control of traffic through work zones.
- 2.3 No work shall be done nor materials used in the right-of-way without inspection by the City of Alachua and Alachua County. The contractor shall furnish the City and County with every reasonable facility for ascertaining whether the work performed, and materials used are in accordance with the requirements and intent of the plans and specifications.
- 2.4 The City of Alachua and Alachua County reserve the right to modify the proposed work within their right-of-way to ensure compatibility with existing improvements. Such modification costs shall be borne by the contractor.
- 2.5 All disturbed areas within the right-of-way shall be seeded, fertilized, and mulched unless sodding is otherwise specified. Sodding is required on all slopes 3:1 or steeper.
- 2.6 All work within or in the City of Alachua and Alachua County owned and maintained facilities, R/W or easements will require as-built plans. As-built plans should show the constructed conditions of the City and County owned or maintained area and shall be per FDOT standards and procedures and be performed by a Florida licensed professional surveyor and mapper.
- 2.7 Contractor shall coordinate with the City of Alachua and Alachua County prior to any road closures.

**PART 3 – GEOTECHNICAL TESTING SPECIFICATIONS**

- 3.1 The contractor shall be responsible for providing geotechnical testing for each specified design course, subgrade, base course, and pavement. Testing requirements shall be performed in accordance with Alachua County Public Works construction and inspection standards and FDOT construction and inspection standards. Testing results shall be provided to the owner and the engineer for review and approval of conformance to design specifications prior to construction of the subsequent course.
- 3.2 In the event the contractor proceeds to the next course prior to submitting and receiving approval of the test results, the contractor shall be required to remove and reconstruct any work necessary to bring all design courses into compliance with the design section specifications.
- 3.3 Testing reports with geotechnical testing results shall denote the testing locations.
- 3.4 Testing along roadways shall be provided at a minimum 200 LF spacing.
- 3.5 The contractor shall be responsible for providing geotechnical testing for all material used on residential home sites. Testing results shall be provided to the owner and the engineer for review and approval.

**PART 4 – REQUIRED SUBMITTALS**

- 4.1 Prior to construction installation of specific work scope items, the contractor shall submit shop drawings and submittal information to the EOR for review and approval. These submittals shall include source provider, manufacturer literature, cut sheets, dimensioned drawings, fabrication drawings, sketches, details, and any other information necessary for the EOR to review and approve as to compliance with the design drawings and specifications.
- 4.2 The following scope items shall require submittals:
  - 1. Potable water system materials, fittings, and appurtenances
  - 2. Erosion control materials and devices
  - 3. Asphalt mix design(s)
  - 4. Concrete mix design(s)
  - 5. Earthwork soil import source
  - 6. Grassing / sod type and source
- 4.3 Materials shall not be delivered onsite or installed until submittal approval is provided by the EOR or EOR's representative.
- 4.4 Contractor is responsible for any cost incurred to revise any work completed prior to submittal approval. The owner or EOR are not responsible for costs incurred if any materials are purchased, delivered, or installed prior to submittal review and approval.
- 4.5 The contractor shall provide a list of sub-contractors that will be performing any phases of work on the project. The list shall include name of company, address, phone numbers, and email addresses of individuals responsible for the sub-consultant work effort and the contact information for the individuals in responsible charge of performing the work in the field.

**END OF SECTION 00 10 00**

GENERAL REQUIREMENTS

00 10 00 - 3

## **SECTION 31 00 00**

### **EARTHWORK**

#### **PART 1 - GENERAL**

##### 1.1 RELATED DOCUMENTS

- A. Drawings and all provisions of Contract, including General Conditions, and Division-1 Non-Technical Specification sections, apply to work of this section.
- B. Related Sections: The following sections contain requirements that relate to this Section:
  - 1. See Section 31 25 00 for Erosion and Sedimentation Control
- C. Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, current edition.
- D. Florida Department of Transportation - Standard Plans, current edition.
- E. City of Alachua - Design and Construction Manual, current edition

##### 1.2 DESCRIPTION OF WORK

- A. Excavating and backfilling of trenches.
- B. Excavating and backfilling for underground potable water utilities and buried potable water appurtenances.
- C. Site grading includes final finishing of earthwork areas as indicated on the drawings and includes, but is not limited to constructing, shaping, and finishing site earthwork.

##### 1.3 DEFINITIONS

- A. Excavation consists of removal of material to subgrade elevations indicated and subsequent disposal of materials removed.
- B. Unauthorized Excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Project Engineer. Unauthorized excavation, as well as remedial work directed by Project Engineer, shall be at Contractor's expense.
- C. Additional Excavation: When excavation has reached required subgrade elevations, notify Geotechnical Engineer, who will make an inspection of conditions. If Geotechnical Engineer determines that bearing materials at required subgrade elevations are unsuitable, continue excavation until suitable bearing materials are encountered and replace excavated material as directed by Geotechnical Engineer. The Contract Sum may be adjusted by an appropriate Contract Modification. Removal of unsuitable material and its replacement as directed will be paid by Unit Price on basis of Conditions of the Contract relative to changes in work.
- D. Subgrade: The undisturbed earth or the compacted soil layer immediately below granular subbase, drainage fill, or topsoil materials.
- E. Structure: pipe culverts, storm sewer and all other pipe lines, manholes, inlets, headwalls, curbs, or other man-made stationary features occurring above or below ground surface.

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- F. Geotechnical Engineer: Geotechnical consultant / testing laboratory employed and paid for by contractor to perform soil testing and inspection service for quality control testing during earthwork operations.

#### 1.4 QUALITY ASSURANCE

- A. Coordinate testing laboratory to perform soil testing and inspection service for quality control testing during earthwork operations. The Contractor shall bear the expense of testing unless otherwise provided for in the contract.
- B. Codes and Standards: Comply with the provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified.
  - 1. Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, current edition.
  - 2. Florida Department of Transportation - Standard Plans, current edition.
  - 3. City of Alachua - Design and Construction Manual, current edition

#### 1.5 SUBMITTALS

- A. The contractor shall be responsible for providing geotechnical testing for each specified design course, subgrade, base course, and pavement. Testing requirements shall be performed in accordance with Florida Department of Transportation construction and inspection standards. Testing results shall be provided to the owner and the engineer for review and approval of conformance to design specifications prior to construction of the subsequent course.
- B. In the event the contractor proceeds to the next course prior to submitting and receiving approval of the test results, the contractor shall be required to remove and reconstruct any work necessary to bring all design courses into compliance with the design section specifications.
- C. Test Reports: Submit the following reports directly to Project Engineer from the testing services, with copy to the Owner and the Contractor:
  - 1. Test reports on borrow material including gradation.
  - 2. Field reports; in-place soil density tests.
  - 3. One optimum moisture-maximum density curve for each type of soil encountered.
  - 4. Report of actual unconfirmed compressive strength and/or results of bearing tests of each strata tested.
- D. Testing report with geotechnical testing results shall denote the testing locations.
- E. Testing along roadways shall be provided at a minimum 200 LF spacing.
- F. Written assurance that the contractor performing trench excavations will comply with all applicable trench safety standards of authorities having jurisdiction.

#### 1.6 JOB CONDITIONS

- A. Site Information: Data on indicated subsurface conditions are not intended as representations or warranties of accuracy of existing soils conditions. It is expressly understood that Owner will not be responsible for interpretations or conclusions drawn by Contractor. Data are made available for convenience of Contractor.

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- B. Additional test borings and other exploratory operations may be made by Contractor at no cost to Owner.
- C. Existing Utilities
  - 1. Locate existing underground utilities in areas of work using appropriate utility locate procedures including the State of Florida One Call locate service. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations.
  - 2. Movement of construction machinery and equipment over pipes and utilities during construction shall be at the Contractor's risk. Perform work adjacent to privately owned utilities in accordance with procedures outlined by the utility company. For work immediately adjacent to, or for excavations exposing a utility or other buried obstruction, excavate by hand. Start hand excavation on each side of the indicated obstruction and continue until the obstruction is uncovered or until clearance for the new grade is assured. Support uncovered lines or other existing work as affected by the contract excavation until approval for backfill is granted by the Project Engineer. Report damage to utility lines or subsurface construction immediately to the Project Engineer.
  - 3. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult Project Engineer and appropriate utility companies immediately for direction. Cooperate with Project Engineer and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of Project Engineer and utility company.
  - 4. Do not interrupt existing utilities serving facilities occupied and used by Owner or others, except when permitted in writing by Owner, and then only after acceptable temporary utility services have been provided as required by Owner and other utility companies.
  - 5. Provide a minimum of 48 hours' notice to Project Engineer, and receive written notice to proceed before interrupting any utility.
  - 6. Record any underground utilities observed, encountered, or discovered that deviate from the base survey or project drawings. Keep record of any utility adjustments or deviations and provide engineer upon completion of construction for incorporation into project record documents.
- D. Use of Explosives: The use of explosives is not permitted.
- E. Protection of Persons and Property:
  - 1. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
  - 2. Barricade open excavations occurring as part of this work and post with warning lights.
- F. Weather limitations: Fill and backfill shall not be constructed when weather conditions detrimentally affect the quality of the finished course. Place fill and backfill only if the atmospheric temperature is above freezing in the shade and is rising. Do not construct fill and backfill in the rain or on saturated subgrades. If weather conditions are windy, hot, or arid, with high rate of evaporation, schedule the placement in cooler portions of the day and furnish equipment to add moisture to the fill or backfill during and after placement.

## **PART 2 - PRODUCTS**

### **2.1 SOIL MATERIALS**

- A. Satisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups SM, SW, and SP.

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- B. Unsatisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups SC, ML, MH, CL, CH, OL, OH and PT or as otherwise determined by Geotechnical Engineer. All unsuitable soil shall be removed from the site and disposed of by the Contractor.
- C. Subbase Material: Naturally or artificially graded mixture of natural crushed sand containing not more than (12%) of material passing a #200 sieve.
- D. Drainage Fill: Washed, evenly graded mixture of crushed stone, or crushed or uncrushed gravel, with 100 percent passing a 1-1/2 inch sieve and not more than 5 percent passing a No. 4 sieve.
- E. Backfill and Fill Materials: Satisfactory soil materials free of clay, rock, or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation and other deleterious matter.
- F. Borrow: Provide materials meeting requirements for controlled fill and controlled backfill. Obtain borrow materials in excess of those furnished from excavations described herein from sources off site.
- G. Where muck, rock, clay or other material unsuitable in its original position within the limits of the pavement, the Contractor shall excavate such material to a depth of 2' below the bottom of the pavement subgrade or as indicated by the Geotechnical Engineer, and backfill with suitable material to be shaped to conform to the required cross-sections. If removal of plastic soils below the finished earthwork grade is required, a construction tolerance of plus/minus 0.2' in depth and plus/minus 6" (each side) in width will be allowed.

### **PART 3 - EXECUTION**

#### 3.1 EXCAVATION

- A. Excavation is unclassified and includes excavation to subgrade elevations indicated, regardless of character of materials and obstructions encountered.
- B. Earth Excavation includes excavation of pavements and other obstructions visible on surface; underground structures, utilities, and other items indicated to be demolished and removed; together with earth and other materials encountered that are not classified as unauthorized excavation.
- C. Notify the Project Engineer immediately in writing in the event that it becomes necessary to remove rock, hard material, or other material defined as unsatisfactory to a depth greater than indicated. Refill excavations cut below the depths indicated with controlled fill and compact as specified herein.
- D. Cold Weather Protection: Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F (1 degree C).

#### 3.2 STABILITY OF EXCAVATIONS

- A. General: Comply with local codes, ordinances, and requirements of agencies having jurisdiction.
- B. Slope sides of excavations to comply with local codes, ordinances, and requirements of agencies having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Provide excavation shoring and bracing where excavations occur adjacent to existing structures to preserve the existing structures without settlement of, or damage to, these existing structures.

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- C. Maintain sides and slopes of excavations in safe condition until completion of backfilling.
- D. Shoring and Bracing: The Contractor shall furnish the material for and do all shoring, bracing, and sheeting necessary to perform and protect the work, excavation and as required to protect adjacent structures, the public, and the Contractor's employees. Provide materials for shoring and bracing, such as trench boxes, sheet piling, uprights, stringers, and cross braces, in good serviceable condition. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Extend shoring and bracing as excavation progresses.

### 3.3 DEWATERING:

- A. Prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding area.
- B. Do not allow water to accumulate in excavations. Remove water to prevent soil changes detrimental to stability of subgrades and to prevent erosion and sedimentation of surrounding areas. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
- C. Establish and maintain temporary drainage ditches and other diversions outside excavations to convey rainwater and water removed from excavations to collection or runoff areas. Do not use trench excavations as temporary drainage ditches. Contractor shall be responsible for all dewatering operations and all damage due to flooding, erosion, sedimentation or failure of dewatering operations.
- D. Dewatering discharge shall be in accordance with all local, state, and federal guidelines related to water quality conditions. Very turbid water or water with excessive sediment is not acceptable. Provide dewatering plan to project engineer and agency having jurisdiction prior to performing any dewatering activity.

### 3.4 STORAGE OF EXCAVATED MATERIALS

- A. Stockpile satisfactory excavated materials as approved by the Project Engineer until required for backfill or fill. Place, grade, and shape stockpiles for proper drainage in area previously approved by Project Engineer.
- B. Locate and retain soil materials away from edge of excavations. Do not store within the drip line of trees indicated to remain.
- C. Owner retains the right to all excess topsoil. If requested, Contractor shall locate and place as designated within 5 miles of campus, otherwise dispose of off-site as required in accordance with all applicable regulatory requirements.
- D. Dispose of excess excavated soil material and materials not acceptable for use as backfill or fill, in accordance with all applicable regulatory requirements.

### 3.5 EXCAVATION FOR UTILITIES

- A. The Contractor shall obtain a well-compacted bed and fill along the sides of the pipe and to point which is two feet below finish grade or at least one foot above the top of the pipe. The width of backfill and compaction to be done under this second stage shall be the width of the portion of the trench having vertical sides; or, when no portion of the trench has vertical sides it shall be to a width at least equal to twice the outside diameter of the pipe.

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## 3.6 BACKFILL AND FILL

- A. General: Place soil material in layers to required subgrade elevations, for each area classification listed below, using materials specified in Part 2 of this Section.
- B. Under grassed areas, use satisfactory excavated or borrow material.
- C. Under walks and pavements, use subbase material, satisfactory excavated or borrow material, or a combination.
- D. Under steps, use subbase material.
- E. Under piping and conduit and equipment, use subbase materials where required over rock bearing surface and for correction of unauthorized excavation. Shape excavation bottom to fit bottom 90 degrees of cylinder.
- F. Backfill excavation promptly as work permits, but not until completion of the following:
  - 1. Inspection, testing, approval, and recording locations of underground utilities have been performed and recorded.
  - 2. Removal of shoring and bracing, and backfilling of voids with satisfactory materials.
  - 3. Removal of trash and debris from excavation.

## 3.7 PLACEMENT AND COMPACTION

- A. Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions and deleterious materials from ground surface prior to placement of fills. Plow, strip or break up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.
  - 1. When existing ground surface has a density less than that specified under "Compaction" for particular area classification, break up ground surface, pulverize, moisture-condition to optimum moisture content, and compact to required depth and percentage of maximum density.
- B. Place backfill and fill materials in layers 6 - 12 inches in loose depth for material compacted by heavy compaction equipment, and not more than six inches in loose depth for material compacted by hand-operated tampers.
- C. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
- D. Place backfill and fill material evenly adjacent to piping, or conduit to required elevations. Prevent wedging action of backfill against displacement of piping or conduit by carrying material uniformly around piping and conduit to approximately the same elevation in each lift.
- E. Backfilling Utility Trenches: Construct backfill in two operations (initial and final) as indicated and specified in this section.
  - 1. Place initial backfill in 6 inch maximum loose lifts to one foot above pipe or conduit unless otherwise specified. Ensure that initially placed material is tamped firmly under pipe haunches. Bring up evenly on each side and along the full length of the pipe, conduit, or structure. Ensure that no damage is done to the utility or its protective coating.

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2. Place the remainder of the backfill (final backfill) in 9 inch maximum loose lifts unless otherwise specified. Compact each loose lift as specified in the paragraph entitled "General Compaction" before placing the next lift.
  3. Do not backfill in freezing weather or where the material in the trench is already frozen or is muddy, except as authorized.
  4. Provide a minimum cover from final grade of 3 feet for water piping, 1 foot for storm sewer piping, and 2.5 feet for wastewater/sewer mains.
  5. Where settlements greater than the tolerance allowed herein for grading occur in trenches and pits due to improper compaction, excavate to the depth necessary to rectify the problem, then backfill and compact the excavation as specified herein and restore the surface to the required elevation.
  6. Coordinate backfilling with testing of utilities. Testing for the following shall be complete before final backfilling: water distribution systems.
  7. Provide buried warning and identification tape installed in accordance with the manufacturer's recommendation.
- F. Control soil and fill compaction providing minimum percentage of density specified for each classification indicated below. Correct improperly compacted areas or lifts as directed by Project Engineer if soil density tests indicate inadequate compaction.
1. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentage of maximum density, in accordance with ASTM D1557:
    - a. In over excavated areas, compact to not less than 95% Modified Proctor maximum dry density (ASTM D-1557).
    - b. Paved Areas: Fill placed in areas to be paved shall be compacted to not less than 98% modified Proctor maximum Dry Density (ASTM D1557 Method D).
    - c. Under lawn or unpaved areas compact top six inches of subgrade and each layer of backfill or fill material at 85% maximum density.
    - d. Under walkways compact top six inches of subgrade and each layer of backfill or fill material at 95% maximum density.
- G. Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade or layer of soil material. Apply water in minimum quantity as necessary to prevent free water from appearing on surface during or subsequent to compaction operations.
1. Remove and replace or scarify and air dry, soil material that is too wet to permit compaction to specified density.
  2. Stockpile or spread soil material that has been removed because it is too wet to permit compaction. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value.
- H. Compaction:
1. Proof Rolling: The bottom of all cleared and stripped areas and the bottom of all excavated areas shall be proof rolled with a large, fully loaded tandem axle dump truck, in the presence of a representative of the geotechnical testing laboratory, to locate and identify soft spots prior to proof compaction as herein specified. Unsuitable materials in soft areas shall be removed, as approved by the geotechnical testing laboratory representative, and replaced with suitable fill material as specified herein.
  2. Prior to beginning compaction, in-situ soil moisture contents may need to be controlled in order to facilitate proper compaction. If additional moisture is necessary to achieve compaction objectives, then water should be applied in such a way that it will not cause erosion or removal of the subgrade soils. A moisture content within two percentage points of the optimum indicated by the Modified Proctor test (ASTM D-1557) is recommended.
  3. Proof Compaction:

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- a. Within roadways and parking areas, the natural in-place soils need to be compacted to a dry density of at least 95 percent of the Modified Proctor maximum dry density (ASTM D-1557) as tested to a depth of one foot below the stripped subgrade.
  - b. Rutting or pumping shall indicate unsatisfactory material and that material shall be undercut as directed by the Project Engineer or geotechnical testing representative, to a depth of 12 inches, and replaced with the appropriate fill material.
  - c. Perform proof rolling only when weather conditions permit. Do not proof roll wet or saturated subgrades. Materials degraded by proof rolling a wet or saturated subgrade shall be replaced by the Contractor as directed by Project Engineer or geotechnical testing representative at no cost to the Project Engineer.
  - d. Notify the Owner and Project Engineer 3 days prior to proof rolling.
  - e. The contractor shall exercise care to avoid transmission of vibrations that could cause settlement damage or disturb occupants of nearby existing structures. Proof compaction within 25 feet of existing structures, or farther away as warranted to avoid transmission of vibrations as noted herein, shall be accomplished with a fully loaded 2 cubic yard capacity rubber tired front-end loader. Any compaction effort that is anticipated to cause vibrations that may affect adjacent structures or occupants shall not be performed unless prior notification is provided to the owner and approval for compaction activity proposed is granted by the owner.
4. Control soil compaction during construction providing minimum percentages of maximum densities specified for each area classification as specified herein.
  5. Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.
  6. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
    - a. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry as directed by the Project Engineer. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value.
  7. Use hand-operated, plate-type, vibratory, or other suitable hand tampers in areas not accessible to larger rollers or compactors. Avoid damaging pipes and protective pipe coatings. Compact material in accordance with the following unless otherwise specified. If necessary, alter, change, or modify selected equipment or compaction methods to meet specified compaction requirements.

### 3.8 GRADING

- A. Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated on the plans, or between points where elevations are indicated on the plans, or between such points and existing grades. Slopes shall be graded no steeper than 4 horizontal to 1 vertical, unless otherwise indicated on the drawings.
- B. Grading Outside Structures: Grade areas adjacent to structures to drain away from structures and to prevent ponding. Finish surfaces free from irregular surface changes and as follows:
  1. Lawn or Unpaved Areas: Finish areas to receive topsoil to within not more than 0.10 foot above and below required subgrade elevations.
  2. Walks: Shape surface of areas under walks to line, grade, and cross-section, with finish surface not more than 0.05 feet above or below required subgrade elevation.
  3. Pavements: Shape surface of areas under pavement to line, grade, and cross-section, with finish surface not more than 0.05 feet above or below required subgrade elevation.
- C. Compaction: After grading compact subgrade surfaces to the depth and indicated percentage of maximum or relative density for each area classification.

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## 3.9 PREPARATION FOR TOPSOIL

- A. Clear areas indicated or specified to receive topsoil of materials interfering with planting and maintenance operations. Do not place topsoil when subgrade is frozen, extremely wet or dry, or in other conditions detrimental to seeding, planting, or grading. Spread topsoil to a uniform depth of 4 inches over the designated area.
- B. Spreading Topsoil: Clear areas to receive topsoil for the finished surface of materials that would interfere with planting and maintenance operations. Scarify subgrade to a depth of 2 inches. Do not place topsoil when the subgrade is frozen, extremely wet or dry, or in other conditions detrimental to seeding, planting, or grading.

## 3.10 FIELD QUALITY CONTROL

- A. Quality Control Testing During Construction: Allow geotechnical testing service to inspect and approve each subgrade and fill layer before further backfill or construction work is performed.
- B. Perform field density tests in accordance with ASTM D1556 (sand cone method) or ASTM D2167 (rubber balloon method), as applicable.
  - 1. Field density tests may also be performed by the nuclear method in accordance with ASTM D2922, providing that calibration curves are periodically checked and adjusted to correlate to tests performed using ASTM D1556. In conjunction with each density calibration check, check the calibration curves furnished with the moisture gauges in accordance with ASTM D3017.
  - 2. If field tests are performed using nuclear methods, make calibration checks of both density and moisture gauges at the beginning of work, on each different type of material encountered, and at intervals as directed by the Project Engineer.
- C. Paved Areas: Perform at least one field test of subgrade for every 5,000 square feet of paved area but in no case fewer than three tests.
  - 1. In each compacted fill layer, perform one field density test for every 5,000 square feet of paved area, but in no case fewer than three tests.
  - 2. If in opinion of Project Engineer based on testing service reports and inspection, subgrade or fills that have been placed are below specified density, perform additional compaction and testing until specified density is obtained.
- D. In pavement subgrade areas and landscaped areas the field density testing interval shall be every 7,500 square feet, with at least one test performed in non-contiguous areas.
- E. In backfill for pipes, the field density testing interval shall be every 100 feet on alternating sides of the pipe.

## 3.11 MAINTENANCE:

- A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.
- C. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, and compact to required density prior to further construction.

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- D. Settling: Where settling is measurable or observable at excavated areas before project completion, remove surface, add backfill material, compact and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.12 DISPOSAL OF EXCESS AND WASTE MATERIALS:

- A. Remove trash, debris, and waste materials and dispose of them off Owner's property. Stockpile excess excavated material as directed by Project Engineer.
- B. Dispose of excavated material in such a manner that it will not obstruct the flow of runoff, streams, impair the efficiency or appearance of facilities, or be detrimental to the completed work.

**END OF SECTION 31 00 00**

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## SECTION 31 10 00

### SITE CLEARING

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and all provisions of Contract, including General Conditions, and Division-1 Non-Technical Specification sections, apply to work of this section.
- B. Related Sections: The following sections contain requirements that relate to this Section:
  - 1. See Section See Section 31 00 00 Earthwork.
- C. Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, current edition.
- D. Florida Department of Transportation - Standard Plans, current edition.
- E. City of Alachua - Design and Construction Manual, current edition.

##### 1.2 DESCRIPTION OF WORK

- A. Protection of existing trees, vegetation, landscape materials, not scheduled for clearing, which might be damaged by construction activities.
- B. Protection of existing site improvements, not scheduled for clearing, which might be damaged by construction activities.
- C. Clearing and grubbing of stumps, vegetation, debris, rubbish, designated trees, other vegetation, and site improvements.
- D. Temporary erosion control, siltation control, and dust control.
- E. Temporary protection of adjacent property, structures, benchmarks, and monuments.
- F. Removal and legal disposal of materials.

##### 1.3 QUALITY ASSURANCE

- A. State and local code requirements shall control the methods used to clear site and procedures for disposal of removed materials.
- B. Codes and Standards: Comply with the provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified.
  - 1. Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, current edition.
  - 2. Florida Department of Transportation - Standard Plans, current edition.
  - 3. City of Alachua - Design and Construction Manual, current edition
- C. Examine Contract Documents for all work required and coordinate and cooperate with others so as not to delay or interfere with the work of others.

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- D. Employ a State of Florida licensed surveyor to stake out both horizontal and vertical control for all work prior to commencing any work operations.

#### 1.4 JOB CONDITIONS

- A. Traffic: Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction.
- B. Explosives: The use of explosives shall not be permitted.
- C. Protection of Existing Improvements and Utilities:
  1. Provide protections necessary to prevent damage to existing improvements and utilities indicated to remain in place. Notify Project Engineer immediately of damage to or an encounter with an unknown existing utility line. The Contractor shall be responsible for the repairs of damage to existing utility lines that are indicated or made known to the Contractor prior to start of clearing and grubbing operations. When utility lines, which are to be removed, are encountered within the area of operations, the Contractor shall notify the applicable Utility Company or provider and the Project Engineer in ample time to minimize interruption of the service.
  2. Locate existing utilities with assistance of local utility companies and public agencies, and State of Florida One Call Utility locate system.
  3. Protect improvements on adjoining properties and on Owner's property. Restore damaged improvements to their original condition and grades, as acceptable to property owners.
- D. Protection of Existing Trees and Vegetation:
  1. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking, or skinning of roots and branches, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line.
  2. Do not run heavy equipment over tree root systems. Maintain minimum trench widths near root systems so as to avoid unnecessary injury.
  3. Protect trees and vegetation designated to remain with temporary barricade or fence enclosures, prior to commencement of site clearing operations. Enclosure shall be a minimum of 8 feet in radius around center of tree trunks, with large trees being protected with fencing set at edge of drip lines, or as indicated on the plans. Enclosure of vegetation shall be as required to prevent damage from construction activities. Maintain fencing throughout construction period, unless otherwise directed.
  4. Water trees and other vegetation to remain within limits of contract work as required to maintain their health during course of construction operations.
  5. Provide protection for roots over 1-1/2 inch diameter that are cut during construction operations. Coat cut faces with an emulsified asphalt, or other acceptable coating, formulated for use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.
  6. Repair or replace trees and vegetation indicated to remain which are damaged by construction operations, in a manner acceptable to Project Engineer. Employ a licensed arborist to repair damages to trees and shrubs at no additional cost to Owner.
  7. Replace trees which cannot be repaired and restored to full-growth status, as determined by arborist with same species of equivalent size or of species and acceptable size as determined by the Project Engineer. Replacement cost to Contractor will be determined in accordance with the "Tree Evaluation Formula" published in the "Guide to Professional Evaluation of Landscape Trees, Specimen Shrubs and Evergreens" as published by the International Society of Arboriculture.

**1.5 EXISTING UTILITY INFORMATION**

- A. Information on the drawings relating to existing utility lines and services is from the best sources presently available. All such information is furnished only for information and is not guaranteed. Excavate test pits as required to determine exact locations of existing utilities.
- B. The contractor shall notify all known utility companies and providers to field locate their respective utilities in the vicinity of the project construction area. The contractor shall avoid existing utilities unless necessary to adjust or relocate due to design considerations or construction conflicts.
- C. Contractor shall call Sunshine State One Call for utility locates at least 2 days prior to excavating or disturbing earth.

**PART 2 - PRODUCTS****2.1 TREE PROTECTION**

- A. Information on the drawings relating to existing utility lines and services is from the best sources presently available. All such information is furnished only for information and is not guaranteed. Excavate test pits as required to determine exact locations of existing utilities.
- B. The contractor shall notify all known utility companies and providers to field locate their respective utilities in the vicinity of the project construction area. The contractor shall avoid existing utilities unless necessary to adjust or relocate due to design considerations or construction conflicts.
- C. Contractor shall call Sunshine State One Call for utility locates at least 2 days prior to excavating or disturbing earth.

**2.2 SILT FENCING**

- A. Use a geotextile fabric made from woven or non-woven fabric, meeting the physical requirements of Section 985 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition, according to those applications for erosion control. Install all sediment control devices prior to the commencement of any earthwork. Do not attach silt fence to existing trees unless approved by the Engineer.

**PART 3 - EXECUTION****3.1 LAYOUT**

- A. Stake out both horizontal and vertical control for all work prior to commencing work operations. Accurately locate and maintain location of all buildings, roads, paved areas, features, etc. Advise Project Engineer of any Contract Document discrepancies, prior to commencing work.
- B. Maintain benchmarks, monuments, and other reference points. Re-establish benchmarks if disturbed or destroyed at no cost to Owner.

## 3.2 SITE CLEARING

## A. General:

1. Locate and suitably identify trees and improvements to remain. Remove trees, shrubs, grass and other vegetation, snags, brush, rubbish, rock/boulders, improvements, or obstructions as required to permit installation of new construction. Remove similar items elsewhere on site or premises as specifically indicated. "Removal" includes transporting off-site and legally disposing of removed non-salvageable material.
2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner, where such roots and branches obstruct installation of new construction.
3. Trees to remain within cleared areas shall be trimmed of all dead branches 1-1/2 inches or more in diameter. Cut close to bole of tree and paint with acceptable tree-wound paint.
4. Adequate measures shall be taken to retain sediment on-site and prevent soil erosion (by wind or rain) from becoming a problem.

## B. Topsoil: Topsoil is defined as friable clay loam surface soil found in a depth of not less than 4 inches. Satisfactory topsoil is free of subsoil, clay lumps, stones, and other objects over 1 inch in diameter, and without weeds, roots, and other objectionable material.

1. Strip topsoil in all areas to be regraded, resurfaced, or paved within Contract Limit Lines, to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable material.
2. Stockpile topsoil shall be free of trash, brush, rock/boulders over 1-inch diameter and other extraneous matter.
3. Remove heavy growths of grass from areas before stripping.
4. Where existing trees are indicated to remain, leave existing topsoil in place within drip lines to prevent damage to root system.
5. Stockpile topsoil in storage piles in areas indicated, directed or otherwise available. Construct storage piles to provide free drainage of surface water, maximum slope to be 3:1. Cover storage piles, if required, to prevent wind erosion.
6. No topsoil shall be removed from the site, until after all topsoil requirements have been met.
7. Dispose of unsuitable or excess topsoil same as specified for disposal of waste material.

## C. Clearing and Grubbing:

1. Clear site of trees, shrubs, and other vegetation, as required to perform work. Do not remove those indicated to be left standing unless approved by Project Engineer and Owner.
2. Fell trees to be removed in a controlled, safe manner. Trim branches from bole and cut bole into manageable sections.
3. Cut off shrubs and other vegetation, to be removed, flush with original ground surface.
4. Completely remove stumps, roots, and other debris protruding through ground surface and in area(s) of new foundations, or paved improvement.
5. Remove organic and metallic debris to a depth of 3 feet below existing grade to remain or new finished grade whether lower or higher than existing grade.
6. Use only hand methods for grubbing inside drip line of trees indicated to remain. Strip grass materials under tree canopies and carefully till or scarify existing grading to a maximum depth of 1 inch.
7. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
8. Any boulders encountered shall be removed disposed of by the Contractor.

SITE CLEARING

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D. Removal of Improvements:

1. Remove existing above-grade and below-grade improvements as indicated and as necessary to facilitate new construction.
2. Record existing utility termination points before disconnecting. Close abandoned piping with 8 inch thick concrete plug(s) or mortar joined masonry bulkhead or cap off in accordance with utility company or provider standard requirements.
3. Remove existing sidewalks, curbs, and paving, including all base material to subgrade, as required to accommodate new construction, as shown on drawings. Cut existing sidewalks, curbs, and paving in neat, straight lines to provide uniform, even transition from new to adjacent existing work. Cut back existing paving a sufficient distance to permit forming and installation of new work.
4. Remove, temporarily relocate during construction, and reinstall in final location street signs and mailboxes as required. Coordinate the work with applicable governing authorities. Comply with all requirements concerning temporary installation and permanent reinstallation.

3.3 DISPOSAL OF WASTE MATERIALS

- A. Burning on Owner's Property: Burning is not permitted on Owner's property.
- B. Removal from Owner's Property: Remove waste materials and unsuitable or excess topsoil from Owner's property. Remove to an approved disposal facility in accordance with all local, state, and federal regulations.

3.4 CLEANING

- A. Upon completion of site preparation work, clean areas within contract limits, remove tools, and equipment. Provide site clear, clean, and free of materials and debris and suitable for site work operations.

**END OF SECTION 31 10 00**

SITE CLEARING

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## **SECTION 31 25 00**

### **EROSION & SEDIMENTATION CONTROL**

#### **PART 1 - GENERAL**

##### 1.1 RELATED DOCUMENTS

- A. Drawings and all provisions of Contract, including General Conditions, and Division-1 Non-Technical Specification sections, apply to work of this section.
- B. Related Sections: The following sections contain requirements that relate to this Section:
  - 1. See Section See Section 31 00 00 Earthwork.
- C. Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, current edition.
- D. Florida Department of Transportation - Standard Plans, current edition.
- E. City of Alachua - Design and Construction Manual, current edition.

##### 1.2 DESCRIPTION OF WORK

- A. Provide Erosion and Sediment Control (ESC) measures on the project to prevent pollution of water, detrimental effects to public or private property adjacent to the project and damage to work on the project.

##### 1.3 QUALITY ASSURANCE

- A. Codes and Standards: Comply with the provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified.
  - 1. Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, current edition.
  - 2. Florida Department of Transportation - Standard Plans, current edition.
  - 3. City of Alachua - Design and Construction Manual, current edition

##### 1.4 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Certification that silt fence for erosion meets the requirements of 104-6.4.6 and certification that sod, seed, and mulch meet the requirements of Section 981 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, current edition.

#### **PART 2 – PRODUCTS**

- 2.1 Erosion control materials shall comply with FDOT Section 104, Prevention, Control, and Abatement of Erosion and Water Pollution.

EROSION & SEDIMENTATION CONTROL

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**PART 3 – EXECUTION**

- 3.1 Sediment and erosion control barriers shall be placed prior to grading and must be made functional before upslope land disturbance takes place.
- 3.2 Existing storm sewer inlets that may receive stormwater runoff from the project site shall be protected so that sediment laden water will not enter the conveyance system without first being filtered or otherwise treated to remove sediment.
- 3.3 All temporary erosion and sediment control barriers shall be disposed of within 30 days after final site stabilization is achieved or after the temporary measures are no longer needed, unless otherwise authorized. Trapped sediment and other disturbed soil areas resulting from the disposition of temporary measures shall be permanently stabilized to prevent further erosion and sedimentation.
- 3.4 Erosion and sediment control barriers shall be inspected immediately after each 0.5" rainfall event and at least once per week. Any required repairs shall be made immediately.
- 3.5 Sediment deposits shall be removed after each storm event. Any sediment deposits remaining in place after removal of sediment control barrier, shall be removed and the underlying area shall be dressed to conform with the existing grade, prepared, and seeded.
- 3.6 Contractor shall limit the surface areas of unprotected erodible earth exposed by the construction operation and provide erosion or pollution control measures to prevent contamination of any river, stream, lake, reservoir, canal, or other water impoundments or to prevent detrimental effects on property outside the project or damage to the project.
- 3.7 Contractor shall limit the area in which excavation and filling operations are being performed so that it doesn't exceed the capacity to keep the finish grading, grassing, sodding, and other such permanent ESC measures current in accordance with the accepted schedule.
- 3.8 The Contractor shall implement dust control methods to control dust creation and movement on construction sites and roads and to prevent airborne sediment from reaching receiving streams or stormwater conveyance systems to reduce on-site and off-site damage, to prevent health hazards, and to improve traffic safety. Demolition activities which create large amounts of dust with significant concentrations of heavy metals or other toxic pollutants shall use dust control techniques to limit transport of airborne pollutants. The implement of dust control methods immediately whenever dust can be observed blowing on the project site.

**PART 4 – EQUIPMENT MAINTENANCE AND REPORT**

- 4.1 Confine maintenance and repair of construction machinery and equipment to areas specifically designated for that purpose.
- 4.2 Locate such areas so that oils, gasoline, grease, solvents, and other potential pollutants cannot be washed directly into receiving streams or stormwater conveyance systems. Provide these areas with adequate waste disposal receptacles for liquid, as well as solid waste.
- 4.3 Clean and inspect maintenance areas daily.
- 4.4 On a construction site where designated equipment maintenance areas are no feasible, take precautions during each individual repair of maintenance operation to prevent potential pollutants from washing into streams or conveyance systems.
- 4.5 Provide temporary waste disposal receptacles.

**END OF SECTION 31 25 00**

EROSION &amp; SEDIMENTATION CONTROL

31 25 00 - 2

## SECTION 32 12 16

### ASPHALT PAVEMENT

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and all provisions of Contract, including General Conditions, and Division-1 Non-Technical Specification sections, apply to work of this section.
- B. Related Sections: The following sections contain requirements that relate to this Section:
  - 1. See Section 31 00 00 Earthwork.
  - 2. See Section 31 10 00 Site Clearing
- C. Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, current edition.
- D. Florida Department of Transportation - Standard Plans, current edition.
- E. City of Alachua - Design and Construction Manual, current edition.
- F. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.
  - 1. Florida Department of Transportation. Standard Specifications for Road and Bridge Construction, current edition.
  - 2. ASPHALT INSTITUTE (AI)
    - a. AI MS-2 (1993) Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types
  - 3. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
    - a. ASTM C 29/C 29M (1991; Rev. A) Unit Weight and Voids in Aggregate
    - b. ASTM C 88 (1990) Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
    - c. ASTM C 117 (1995) Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing
    - d. ASTM C 127 (1988; R 1993) Specific Gravity and Absorption of Coarse Aggregate
    - e. ASTM C 128 (1993) Specific Gravity and Absorption of Fine Aggregate
    - f. ASTM C 131 (1989) Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
    - g. ASTM C 136 (1995; Rev. A) Sieve Analysis of Fine and Coarse Aggregates
    - h. ASTM C 188 (1989; R 1995) Density of Hydraulic Cement
    - i. ASTM D 70 (1982; R 1990) Specific Gravity of Semi Solid Bituminous Materials
    - j. ASTM D 75 (1987; R 1992) Sampling Aggregates
    - k. ASTM D 242 (1985; R 1990) Mineral Filler for Bituminous Paving Mixtures
    - l. ASTM D 546 (1994) Sieve Analysis of Mineral Filler for Road and Paving Materials
    - m. ASTM D 692 (1994; Rev. A) Coarse Aggregate for Bituminous Paving Mixtures
    - n. ASTM D 854 (1992) Specific Gravity of Soils
    - o. ASTM D 946 (1982; R 1993) Penetration Graded Asphalt Cement for Use in Pavement Construction
    - p. ASTM D 979 (1989) Sampling Bituminous Paving Mixtures
    - q. ASTM D 995 (1995; Rev. A) Mixing Plants for Hot Mixed, Hot Laid Bituminous Paving Mixtures
    - r. ASTM D 1073 (1994) Fine Aggregate for Bituminous Paving Mixtures
    - s. ASTM D 1075 (1994) Effect of Water on Cohesion of Compacted Bituminous Mixtures

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- t. ASTM D 1188 (1989) Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Paraffin Coated
- u. ASTM D 1559 (1989) Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus
- v. ASTM D 2041 (1994) Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
- w. ASTM D 2172 (1993) Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
- x. ASTM D 2726 (1993; Rev. A) Bulk Specific Gravity of Compacted Bituminous Mixtures Using Saturated Surface Dry Specimens
- y. ASTM D 3381 (1992) Viscosity Graded Asphalt Cement for Use in Pavement Construction

#### 1.2 DESCRIPTION OF WORK

- A. Extent of asphalt concrete paving work is shown on Drawings.
- B. Asphaltic Concrete paving including FDOT Superpave is included in this section.
- C. Prepared aggregate sub-base is specified in earthwork sections.
- D. Saw-cutting of edges of existing pavement is specified in site clearing section.
- E. Furnish all labor, material, and equipment necessary to complete all paving and related work as shown and/or specified herein.

#### 1.3 SUBMITTALS

- A. Job mix formula: Prior to production of any asphaltic paving mixture, the Contractor shall submit a mix design to the Project Engineer at least two weeks before the scheduled start of production. The information furnished shall be as described in Section 334 of the FDOT Standard Specifications.
- B. Material Certificates: Provide copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements for the following materials:
  - 1. Bituminous material, coarse and fine aggregate, and mineral filler for asphalt concrete.
- C. Asphaltic Concrete Mix Plant Certificate: Provide copy of FDOT approval of Asphaltic concrete mix plant for compliance with the specified requirements.
- D. Test Reports: Submit reports to Project Engineer for all tests as herein specified, to include surface materials:
  - 1. Specific gravity test of asphalt
  - 2. Coarse aggregate test
  - 3. Weight of slag test
  - 4. Percent of crushed pieces in gravel
  - 5. Fine aggregate tests
  - 6. Specific gravity of mineral filler
  - 7. Bituminous mixture tests
- E. Field Test Reports:
  - 1. Aggregates tests
  - 2. Bituminous mix tests
  - 3. Pavement courses

ASPHALT PAVEMENT

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## 1.4 QUALITY ASSURANCE

- A. Codes and Standards: Comply with the provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified.
  - 1. Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, current edition.
  - 2. Florida Department of Transportation - Standard Plans, current edition.
  - 3. City of Alachua - Design and Construction Manual, current edition
- B. Provide material furnished by a bulk asphaltic concrete producer regularly engaged in the production of hot-mix, hot-laid asphaltic concrete paving materials.
- C. Materials and installed work may require testing and retesting, as directed by Project Engineer, at any time during progress of work. Allow free access to material stockpiles and facilities.
- D. Testing: All testing shall be performed by a qualified testing lab under the direction of a professional engineer registered in the State of Florida. Test results shall be submitted to the Project Engineer for review. The Contractor shall bear all testing expenses.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver manufactured products in manufacturer's original, unopened, and undamaged containers with labels intact and legible.
- B. Store and handle manufactured products to prevent damage and deterioration.
- C. Inspect materials delivered to the site for damage and store with a minimum of handling. Store aggregates in such a manner as to prevent segregation, contamination, or intermixing of the different aggregate sizes.

## 1.6 SITE CONDITIONS

- A. Construct asphalt concrete surface course when atmospheric temperature is above 40 degrees (4 degrees C) and when base is dry.
- B. Grade Control: Establish and maintain required lines and elevations, including crown, inverted crown, and cross-slopes, for each course during paving operations.
- C. Provide temporary barricades and warning lights as required for protection of project work and public safety.
- D. Protect adjacent work from damage, soiling and staining during paving operations.

## 1.7 EQUIPMENT

- A. Paving Equipment: Spreading, self-propelled asphalt paving machines capable of maintaining line, grade and thickness shown.
- B. Compacting equipment: Self-propelled rollers, minimum 10 ton weight.
- C. Hand tools: Rakes, shovels, tampers, and other miscellaneous equipment required to complete the work.
  - 1. Hand Tampers: Minimum weight of 25 pounds with a tamping face of not more than 50 square inches.
  - 2. Mechanical Hand Tampers: Commercial type, operated by pneumatic pressure or by internal combustion.

1.8 COORDINATION

- A. Examine Drawings and Specifications for all Contracts, to determine nature of proposed construction. Perform work to conform to construction called for in such a manner as not to interfere or delay work of other Contractors.

**PART 2 – PRODUCTS**

2.1 GENERAL

- A. Use locally available, FDOT approved materials and gradations which exhibit a satisfactory record of previous installations.

**END OF SECTION 32 12 16**

## **SECTION 32 13 13**

### **CONCRETE PAVEMENT**

#### **PART 1 - GENERAL**

##### 1.1 RELATED DOCUMENTS

- A. Drawings and all provisions of Contract, including General Conditions, and Division-1 Non-Technical Specification sections, apply to work of this section.
- B. Related Sections: The following sections contain requirements that relate to this Section:
  - 1. See Section 31 00 00 Earthwork.
- C. Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, current edition.
- D. Florida Department of Transportation - Standard Plans, current edition.
- E. City of Alachua - Design and Construction Manual, current edition.

##### 1.2 DESCRIPTION OF WORK

- A. Portland cement concrete paving as shown on Drawings, including pavement, driveways, curbs, gutters, walkways, and pads.

##### 1.3 SUBMITTALS

- A. Shop Drawings: Layout of concrete pavement score lines and expansion joints.
- B. Test Reports: All test reports required by this section and referenced related sections.
- C. Certification: Written "Certificate of Compliance", signed by Contractor, that all concrete paving and curb materials and products, to be used on this project will comply with Standards referenced in the Specifications.

##### 1.4 QUALITY ASSURANCE

- A. Codes and Standards: Comply with the provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified.
  - 1. Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, current edition.
  - 2. Florida Department of Transportation - Standard Plans, current edition.
  - 3. City of Alachua - Design and Construction Manual, current edition
- B. Do not change source of brands of cement and aggregate materials during course of the work.
- C. Maintain accurate field records of time, date of placing, curing and removal of forms for concrete work in each portion of the work.

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- D. Construction Tolerance: 1/8 inch in 10 feet for grade and alignment of top forms; 1/4 inch in 10 feet for vertical face on longitudinal axis.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver curing materials, admixtures, and retarders in manufacturer's standard, unopened containers with labels legible and intact. Store and protect from freezing and damage.

1.6 SITE CONDITIONS

- A. Establish and maintain required lines and grade elevations.
- B. Do not install concrete work over wet, saturated, muddy, or frozen subgrade.
- C. Protect adjacent work.
- D. Provide temporary barricades, warning lights and signs as required for protection of work and public safety.

1.7 COORDINATION

- A. Examine Drawings and Specifications for all Contracts, to determine nature of proposed construction. Perform work to conform to construction called for in such a manner as not to interfere or delay work of other Contractors.

**PART 2 – PRODUCTS**

2.1 GENERAL

- A. Use locally available, FDOT approved materials and gradations which exhibit a satisfactory record of previous installations.

**END OF SECTION 32 13 13**

CONCRETE PAVEMENT

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## **SECTION 33 10 00**

### **WATER UTILITIES**

#### **PART 1 - GENERAL**

##### 1.1 RELATED DOCUMENTS

- A. Drawings and all provisions of Contract, including General Conditions, Special Provisions and Division-1 Non-Technical Specification sections, apply to work of this section.
- B. Related Sections: The following sections contain requirements that relate to this Section:
  - 1. See Section 31 00 00 Earthwork.
- C. City of Alachua - Design and Construction Manual, current edition.

##### 1.2 DESCRIPTION OF WORK

- A. This Section consists of furnishing all tools, equipment, material, labor and transportation and performing all work necessary for the complete installation of all pipe, fittings, valves, and valve boxes, water meters, water services, blow-offs and fire hydrants necessary for a complete and workable system as described on the Drawings and further described in these specifications.

##### 1.3 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract:
  - 1. Product data for pipes, fittings, valves, backflow preventers, blowoff assemblies, fire hydrants, other appurtenances, and identification devices.
  - 2. Shop drawings for fire line backflow preventor assemblies.
  - 3. Record drawings at project closeout of installed water service piping and products in accordance with requirements of sections.
  - 4. Maintenance data for valves and assemblies, for inclusion in Operating and Maintenance Manuals.
- B. Submittals, testing and inspections shall be performed as per the City of Alachua DCM (most current edition).

##### 1.4 QUALITY ASSURANCE

- A. Codes and Standards: Comply with the provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified.
  - 1. City of Alachua - Design and Construction Manual, current edition
  - 2. American Water Works Association (AWWA) Standards, current editions

##### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Preparation for Transport:
  - 1. Ensure valves are dry and internally protected against rust and corrosion.
  - 2. Protect valves against damage to threaded ends, flange faces, and weld ends.
  - 3. Set valves in best position for handling.
  - 4. Set gate valves closed to prevent rattling.

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B. Storage:

1. Do not remove end protectors unless necessary for inspection; then reinstall for storage.
2. Protect valves from weather. Store valves indoors. Maintain valve temperature higher than the ambient dew point temperature. If outdoor storage is necessary, support valves off the ground or pavement in watertight enclosures.

- C. Handling: Use a sling to handle valves whose size requires handling by crane or lift. Rig valves to avoid damage to exposed valve parts. Do not use handwheels or stems as lifting or rigging points.

1.6 SITE CONDITIONS

- A. Site Information: Perform site survey, research utility records, and verify existing utility locations. Verify that water service piping may be installed in compliance with the original design and referenced standards.
- B. Perform utility locates utilizing State One Call service to identify existing underground utilities.

1.7 COORDINATION

- A. Coordinate with City of Alachua for connection to existing watermain on CR 235A.
- B. Coordinate with residents in advance of service disruptions.
- C. It is the responsibility of the contractor to coordinate with individual homeowners on point of connection from the newly installed meter to house. Contractor to field locate septic tanks, drain fields, improvements, and other site features.
- D. Contractor shall minimize impacts to existing landscaping, hardscaping, and fencing. Contractor must coordinate repairs with the property owner in advance of any construction required beyond R/W limits.
- E. Coordinate with other utility work.
- F. Provide public utility easements as required for all utilities shown hereon by metes and bound description and in accordance with the regulatory agency department for public utilities. Unless otherwise allowed by COA Public Services, provide easement widths as follows:
  1. Potable water mains - 20 feet

**PART 2 – PRODUCTS**

2.1 GENERAL

- A. Water system shall be constructed in accordance with "City of Alachua, Public Services, Design and Construction Manual (DCM), latest edition." the following notes either emphasize DCM requirements or specify additional requirements. If DCM and note requirements differ, the more stringent requirement shall apply.
- B. New or altered water mains included in this project will be installed in accordance with applicable AWWA standards or in accordance with manufacturers' recommended procedures.

## 2.2 PIPE, PIPE FITTINGS, AND APPURTENANCES

- A. Potable water service lines shall be 2-inch minimum, Schedule 40 PVC and rated for NSF-61.
- B. Water mains under roads shall be Ductile Iron Cement Lined (CLDI). Water mains not under roads shall be either PVC C900 DR 18 or Ductile Iron Cement Lined, as shown on the drawings.
- C. Potable water pipes must be manufactured in accordance with the following AWWA specifications:
  - 1. Ductile iron pipe (3 inches to 54 inches) - AWWA C150 and AWWA C151.
  - 2. PVC pipe
    - a. AWWA C900/ASTM 1784 (1 inch to 12 inches) with CL200 minimum.
    - b. AWWA C905 (14 inches to 48 inches).
- D. All pipe and pipe fittings installed under this project will be lead free, and any solder or flux used in this project will contain no more than 0.2% lead.
- E. All pipe and pipe fittings installed under this project will be color coded or marked in accordance with subparagraph 62-555.320(21)(b)3, F.A.C., using blue as a predominant color. (underground plastic pipe will be solid-wall blue pipe, will have a co-extruded blue external skin, or will be white or black pipe with blue stripes incorporated into, or applied to, the pipe wall; and underground metal or concrete pipe will have blue stripes applied to the pipe wall. Pipe striped during manufacturing of the pipe will have continuous stripes that run parallel to the axis of the pipe, that are located at no greater than 90-degree intervals around the pipe, and that will remain intact during and after installation of the pipe. If tape or paint is used to stripe pipe during installation of the pipe, the tape or paint will be applied in a continuous line that runs parallel to the axis of the pipe and that is located along the top of the pipe; for pipe with an internal diameter of 24 inches or greater, tape or paint will be applied in continuous lines along each side of the pipe as well as along the top of the pipe. Aboveground pipe will be painted blue or will be color coded or marked like underground pipe.)
- F. All water main tees, bends, plugs, and hydrants installed under this project will be provided with thrust blocks or restrained joints to prevent movement.
- G. Water meter appurtenances shall be furnished and installed by the contractor. The water meter itself will be furnished and installed by the City.
- H. Provide tracer wire system for water piping as shown in the details and as per the City of Alachua (COA) DCM. Provide tracer wire for both Poly Vinyl Chloride (PVC) and Ductile Iron pipe (DIP).

**PART 3 – EXECUTION**

## 3.1 PREPARATION OF BURIED PIPE FOUNDATION

- A. A continuous and uniform bedding will be provided in trenches for underground pipe installed under this project; backfill material will be tamped in layers around underground pipe installed under this project and to a sufficient height above the pipe to adequately support and protect the pipe; and unsuitably sized stones (as described in applicable AWWA standards or manufacturers' recommended installation procedures) found in trenches will be removed for a depth of at least six inches below the bottom of underground pipe installed under this project.

- B. Grade trench bottom to provide a smooth, firm, stable, and rock-free foundation throughout the length of the piping.
- C. Remove unstable, soft, and unsuitable materials at the surface upon which pipes are to be laid and backfill with clean sand or pea gravel to indicated level.
- D. Shape bottom of trench to fit bottom of piping. Fill unevenness with tamped sand backfill. Dig bell holes at each pipe joint to relieve the bells of all loads and to ensure continuous bearing of the pipe barrel on the foundation.

### 3.2 INSTALLATION OF PIPE, PIPE FITTINGS, AND APPURTENANCES

- A. All water mains shall be NSF-61 rated and buried with at least 36-inches of cover.
- B. Wet tap(s) to pressurized water mains shall be done by a sub-contractor pre-approved by the City of Alachua. Restrain the branch gate valve.
- C. New or relocated, underground water mains included in this project will be laid to provide a horizontal distance of at least three feet between the outside of the water main and the outside of any existing or proposed vacuum-type sanitary sewer, storm sewer, stormwater force main, or pipeline conveying reclaimed water regulated under Part III of chapter 62-61, F.A.C.; a horizontal distance of at least six feet between the outside of the water main and the outside of any existing or proposed gravity-type sanitary sewer (or a horizontal distance of at least three feet between the outside of the water main and the outside of any existing or proposed gravity-type sanitary sewer if the bottom of the water main will be laid at least six inches above the top of the sewer); a horizontal distance of at least six feet between the outside of the water main and the outside of any existing or proposed pressure-type sanitary sewer, wastewater force main, or pipeline conveying reclaimed water not regulated under Part III of chapter 62-610, F.A.C.; and a horizontal distance of at least ten feet between the outside of the water main and all parts of any existing or proposed "on-site sewage treatment and disposal system."
- D. New or relocated, underground water mains that are included in this project and that will cross any existing or proposed gravity- or vacuum-type sanitary sewer or storm sewer will be laid so the outside of the water main is at least six inches above the other pipeline or at least 12 inches below the other pipeline; and new or relocated, underground water mains that are included in this project and that will cross any existing or proposed pressure-type sanitary sewer, wastewater or stormwater force main, or pipeline conveying reclaimed water will be laid so the outside of the water main is at least 12 inches above or below the other pipeline.
- E. At the utility crossings described above, one full length of water main pipe will be centered above or below the other pipeline so the water main joints will be as far as possible from the other pipeline or the pipes will be arranged so that all water main joints are at least three feet from all joints in vacuum-type sanitary sewers, storm sewers, stormwater force mains, or pipelines conveying reclaimed water regulated under Part III of chapter 62-610, F.A.C.; and at least six feet from all joints in gravity- or pressure-type sanitary sewers, wastewater force mains, or pipelines conveying reclaimed water not regulated under part iii of chapter 62-610, F.A.C.
- F. If connection of the proposed activity to the water main will result in a depressurization of the existing system below 20 pounds per square inch, one of the following must occur:
  - 1. Precautionary boil water notices must be issued in cases of planned distribution interruptions, which are deemed an imminent public health threat by the FDEP Northeast District or will affect the bacteriological quality of the drinking water unless the public water system can demonstrate, by sound engineering judgment, that the integrity of the water system has been maintained; or

2. In case of brief interruption in service, advisories (not boil water notices) should be issued if temporary changes in water quality are expected to occur and not deemed an imminent public health risk.
- G. All fire hydrants that will be installed under this project and that will have unplugged, underground drains will be located at least three feet from an existing or proposed storm sewer, stormwater force main, pipeline conveying reclaimed water or vacuum-type sanitary sewer; at least six feet from any existing or proposed gravity- or pressure-type sanitary sewer, wastewater force main, or pipeline conveying reclaimed water not regulated under Part III of chapter 62-10, F.A.C.; and at least ten feet from any existing or proposed "on-site sewage treatment and disposal system".
- H. The maximum distance to a fire hydrant from the closest point on the building shall not exceed 400' and the maximum distance between fire hydrants must not exceed 500'.
- I. All utility structures (valves, meters, etc.) shall be installed per COA standards and shall be located to avoid curbing and any other vertical obstructions.
- J. Water piping tracer wire system shall commence at the tie-in(s) at existing water main(s) and terminate at each COA end of maintenance point.

### 3.3 FIELD QUALITY CONTROL

- A. Potable water pipes shall be hydrostatically tested for pressure and leakage in accordance with AWWA standard C-600 for ductile iron pipes and C-605 for PVC pipes, respectively.
- B. New or altered water mains that are included in this project and that will be constructed of asbestos-cement or polyvinyl chloride pipe will be pressure and leakage tested in accordance with AWWA standard C-603 or C-605, respectively, and all other new or altered water mains included in this project will be pressure and leakage tested in accordance with AWWA standard C-600.
- C. After the pipe has been connected and laid in the trenches, enough backfill between joints will be made to ensure the anchorage of the pipe in the trench and the lines pressure tested. The Contractor shall contact the Utility to unlock the valve box cover at the point of connection and fill the line with water. The valve shall be closed and locked after the line filling and the Contractor shall install necessary fixtures pumps, gauges, etc. to subject line to a hydrostatic gauge pressure of 150-psi.
- D. Each individual branch line of loop shall be subjected to the 150-psi pressure and maintained for at least 15 minutes with no loss of pressure. Any defects or leaks revealed will be located and repaired and another pressure test run before backfilling.
- E. After the testing of the individual branch lines, those portions of the line will be approved for backfill, but the joints where each branch line connects to a main or another branch line shall remain open. After testing of all branch lines and the complete connection of the entire distribution system, a pressure test will be run on the entire system. A pressure of 150 psi will be put on the system and will be maintained for at least 2 hours with no loss of pressure in accordance with the procedures specified in AWWA Manual No. 23 and AWWA C605 for PVC water mains or AWWA C600 for Ductile Iron water mains. After the system maintains the test pressure, the entire system may be backfilled. All water distribution system pressure testing shall be completed a minimum of 30 days prior to the project substantial completion date.
- F. Test Reports: Test reports shall be provided to the Project Engineer.

**3.4 CLEANING AND DISINFECTION OF WATER PIPING**

- A. All proposed water mains shall be flushed, disinfected, and bacteriologically cleared for service in accordance with AWWA specifications C-651 and the Florida Department of Environmental Protection (FDEP) protection requirements.
- B. Clean and disinfect water distribution piping as follows:
  - 1. Purge all new water distribution piping systems and parts of existing systems that have been altered, extended, or repaired, prior to use.
  - 2. Use the purging and disinfecting procedure prescribed by the authority having jurisdiction or, in case a method is not prescribed by that authority, use the procedure described in AWWA C651, or as described below:
    - a. Fill the system or part thereof with a water/chlorine solution containing at least 50 parts per million of chlorine. Isolate (valve off) the system or part thereof and allow to stand for 24 hours.
    - b. Drain the system or part thereof of the previous solution and refill with a water/chlorine solution containing at least 200 parts per million of chlorine and isolate and allow to stand for 3 hours.
    - c. Following the allowed standing time, flush the system with clean, potable water until chlorine does not remain in the water coming from the system.
    - d. Upon completion of the flushing and disinfection of the water lines, the Contractor shall have water samples taken at locations specified by the Project Engineer and tested for bacteriological coli forms and chlorine residual for two (2) consecutive days. In the event that these tests fail due to contamination, inadequate sterilization, or for any other cause directly related to the work of the Contractor, the water lines shall be disinfected by the Contractor at no additional cost to the Owner. The cost of the necessary retesting shall be charged directly to the Contractor or deducted from any payment due.
  - 3. Prepare reports for all purging and disinfecting activities. Except as required for flushing, disinfection, and bacteriological sampling, the tie-in valve shall remain closed and locked until the new system has been cleared for service by the Project Engineer or Owner.
- C. Testing Witness: Project Engineer shall be notified and allowed to witness any tests.
- D. Test Reports: Test reports shall be provided to the Project Engineer.

**3.5 MANUFACTURERS' RECOMMENDATIONS**

- A. All pipe and related fittings shall be installed according to the manufacture's recommendations. Wherever these specifications and/or drawings exceed the requirements of said recommendations, these documents take precedence. The piping must be installed in a strong, neat, and workmanlike manner, subject to the restrictions indicated.

**3.6 RECORD DRAWINGS**

- A. Contractor shall furnish Owner with Record Drawings showing as-built horizontal and vertical locations of all valves, fittings, tees, mains, services, taps, blowoffs, and crossings. Pipe materials and pipe sizes shall be noted. The Contractor shall certify the Record Drawings as correct and accurate.

**END OF SECTION 33 10 00**



**EXHIBIT 3: BID FORM/ SCHEDULE OF VALUES**



Alachua County, Florida  
Procurement  
Theodore "TJ" White, Jr. CPPB, Procurement Manager  
County Administration Building, Gainesville, FL 32601

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**[O'STEEN BROTHERS] RESPONSE DOCUMENT REPORT**

ITB No. ITB 25-542-LC

Santa Fe Hills Water System Renovation

RESPONSE DEADLINE: September 3, 2025 at 2:00 pm

Report Generated: Friday, October 3, 2025

**O'Steen Brothers Response**

**CONTACT INFORMATION**

**Company:**

O'Steen Brothers

**Email:**

[rickd@obidirt.com](mailto:rickd@obidirt.com)

**Contact:**

Rick DePriest

**Address:**

305 NE Highway 441  
Micanopy, FL 32667

**Phone:**

(352) 376-1634

**Website:**

[www.osteenbrothers.com](http://www.osteenbrothers.com)

**Submission Date:**

Sep 3, 2025 8:45 AM (Eastern Time)

**PRICE TABLES**

**BASE BID**

Quantities should be rounded up to the nearest hundred.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Base Bid for Santa Fe Hills Water System Renovation	1	LS	\$1,344,825.00	\$1,344,825.00
<b>TOTAL</b>					<b>\$1,344,825.00</b>

**SCHEDULE OF VALUES**

Total should equal Base Bid.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	MOT	1	LS	\$12,152.00	\$12,152.00
2	Mobilization	1	LS	\$34,300.00	\$34,300.00
3	Geotechnical Testing	1	LS	\$18,527.00	\$18,527.00
4	Removal of existing concrete pavement	650	SY	\$39.69	\$25,798.50
5	Removal of existing asphalt pavement	80	SY	\$107.80	\$8,624.00
6	Removal of existing concrete curbing	100	SY	\$41.41	\$4,141.00
7	Removal of existing concrete sidewalk/driveways	1,900	SY	\$34.30	\$65,170.00
8	Tree Protection barrier	900	LF	\$7.35	\$6,615.00

[O'STEEN BROTHERS] RESPONSE DOCUMENT REPORT  
 ITB No. ITB 25-542-LC  
 Santa Fe Hills Water System Renovation

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
9	Sediment barrier	500	LF	\$4.17	\$2,085.00
10	Tree removal	8	EA	\$1,421.00	\$11,368.00
11	Utility fixture, Valve/Meter box, removal	75	EA	\$245.00	\$18,375.00
12	Superpave Asphaltic concrete, Traffic B, 1.25" SP-9.5 pavement	8	TN	\$637.00	\$5,096.00
13	6" Limerock Base	80	SY	\$25.15	\$2,012.00
14	12" Stabilized subgrade	750	SY	\$8.33	\$6,247.50
15	6" thick concrete pavement	650	SY	\$105.84	\$68,796.00
16	4" thick concrete sidewalk and driveways	1,900	SY	\$92.61	\$175,959.00
17	Type 'F' concrete curb and gutter	160	LF	\$37.73	\$6,036.80
18	Utility Pipe-Poly Vinyl Chloride furnish and install, water/sewer 8"	4,600	LF	\$45.81	\$210,726.00
19	Utility Pipe-Poly Vinyl Chloride furnish and install, water/sewer 6"	670	LF	\$34.61	\$23,188.70
20	Utility Pipe-Poly Vinyl Chloride furnish and install, water/sewer 2"	870	LF	\$22.70	\$19,749.00
21	Utility Pipe-Ductile Iron/Cast Iron furnish and install, water/sewer 8"	280	LF	\$84.82	\$23,749.60
22	Utility Pipe-Ductile Iron/Cast Iron furnish and install, water/sewer 6"	40	LF	\$60.55	\$2,422.00
23	Utility Fixture Tapping Saddle furnish and install, 8"X2"	7	EA	\$3,428.69	\$24,000.83
24	Utility Fixture Tapping Saddle furnish and install, 8"X8"	2	EA	\$6,352.90	\$12,705.80

[O'STEEN BROTHERS] RESPONSE DOCUMENT REPORT  
 ITB No. ITB 25-542-LC  
 Santa Fe Hills Water System Renovation

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
25	Utility Fittings for PVC Pipe furnish and install, TEE, 8"X2"	33	EA	\$328.04	\$10,825.32
26	Utility Fittings for PVC Pipe furnish and install, TEE, 8"X6"	1	EA	\$1,129.25	\$1,129.25
27	Utility Fittings for PVC Pipe furnish and install, TEE, 8"	5	EA	\$1,266.07	\$6,330.35
28	Utility Fittings for PVC Pipe furnish and install, CROSS, 8"	2	EA	\$1,177.35	\$2,354.70
29	Utility Fixture Valve Assembly furnish and install, 2"	50	EA	\$1,263.86	\$63,193.00
30	Utility Fixture Valve Assembly furnish and install, 8"	30	EA	\$2,907.97	\$87,239.10
31	Utility Fixture Valve Assembly furnish and install, 6"	2	EA	\$2,020.79	\$4,041.58
32	Utility Fittings for PVC Pipe furnish and install, Elbow 8"	5	EA	\$814.07	\$4,070.35
33	Transition Coupling furnish and install 8"	4	EA	\$747.52	\$2,990.08
34	3/4" single water meter assembly furnish and install	14	EA	\$2,099.45	\$29,392.30
35	3/4" dual water meter assembly furnish and install	34	EA	\$4,198.91	\$142,762.94
36	3/4" lead free pressure reducing valve	82	EA	\$150.11	\$12,309.02
37	PVC Sleeve furnish and install, 4" dia.	540	LF	\$21.21	\$11,453.40
38	Fire Hydrant assembly furnish and install	6	EA	\$7,794.64	\$46,767.84
39	Utility fixture 3" blow-off assembly furnish and install	8	EA	\$3,727.65	\$29,821.20
40	Miscellaneous Pressure Testing and Bacteriological Testing	1	LS	\$3,528.00	\$3,528.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
41	Utility Pipe – Hydraulic Directional Drill, Ductile Iron, Furnish and Install, Water, 8”	420	LF	\$205.80	\$86,436.00
42	Abandonment of Existing Well	2	LS	\$6,168.12	\$12,336.24
<b>TOTAL</b>					<b>\$1,344,825.40</b>

**EXHIBIT 4: GENERAL CONSTRUCTION NOTICE TO PROCEED**

**NTP No.:** \_\_\_\_\_ **Agreement No.:** 14734

**Invoice/Billing Reference No.:** \_\_\_\_\_

**Project Description:** #14734 - Santa Fe Hills Water System Renovations - the termination of the existing water main connection, abandonment of the existing water system, and construction of a new potable water distribution system with service connections to all lots served by the existing water system with an added connection of the new water services to home water supplies. The Work will also include restoration and sodding of disturbed areas, replacement of pavement and sidewalk, and repairs of residents’ landscaping and hardscaping impacted by water main installation.

**County:** Alachua County, a Charter County and political subdivision of the State of Florida

**Date Issued:** \_\_\_\_\_

**County Project Manager:**

**Contractor:** O'Steen Brothers, Inc.

**Contractor's Address:** 305 NE Highway 441, Micanopy, Florida 32667

**Architect/Engineer:** JBPro

This Notice to Proceed (NTP) is issued in accordance with the terms of the General Construction Agreement No. \_\_\_\_\_, dated \_\_\_\_\_ between the County and the Contractor (“Agreement”). Execution of this NTP by County shall serve as authorization for the Contractor to perform the Work for the above project as set forth in that certain the Agreement, including its exhibits, and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

**ATTACHMENTS:**

- DRAWINGS/PLANS/SPECIFICATIONS
- PROJECT SPECIFICATIONS
- SPECIAL CONDITIONS
- SCHEDULE OF VALUES
- \_\_\_\_\_

The Contractor shall provide said services pursuant to this Notice to Proceed, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Notice to Proceed conflicts with said Agreement, the Agreement shall prevail.

**TIME FOR COMPLETION:** The Work authorized by this Notice to Proceed shall be commenced upon the date written above or upon issuance of and shall substantially complete within One Hundred Twenty (120) working days of this NTP with Final Completion occurring 30 working days after the County delivers the final List to the Contractor as provided in section 5.3 of the Agreement, unless extended in accordance with §218.735(7)(c), Florida Statutes .

**METHOD OF COMPENSATION:**

The amount paid for this job shall be:

\$ \_\_\_\_\_.

The County shall make payment to Contractor in strict accordance with the payment terms of the above-referenced Agreement and in accordance with the Schedule of Values.

It is expressly understood by Contractor that this and Notice to Proceed, until executed by the County, does not authorize the performance of any services by Contractor and that the County, prior to its execution of the Notice to Proceed, reserves the right to authorize a party other than Contractor to perform the services called for under this document if it is determined that to do so is in the best interest of the County.

**IN WITNESS WHEREOF**, the Parties hereto agree to this Notice to Proceed and have executed it on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR**

**ALACHUA COUNTY, FLORIDA**

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

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

Alachua County

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

Print Name and Title

**ARCHITECT/ENGINEER/COUNTY (as applicable)**

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

Date: \_\_\_\_\_

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

Print Name and Title

**EXHIBIT 5: CLOSEOUT CHECKLIST**

Contract Closeout occurs when all obligations are met and all legal, administrative, and managerial tasks are executed.

**Contract No. 14734 – Santa Fe Hills Water System Renovations with O’Steen Brothers, Inc.**

Complete all applicable items.

<b>ACTION/ITEM</b>	<b>Date Completed (by Vendor)</b>	<b>Vendor (initials)</b>	<b>County (initials)</b>
<b>General Requirements (Should be required on most Contracts)</b>	██████████	██████████	██████████
All contractual obligations are completed <i>(include list of exceptions as an attachment)</i>			
All invoices, except for the final, are submitted and paid			
All testing reports have been received and analyzed			
Final amount paid via this Contract			
Parties agree that no claims, issues, or unresolved matters exist on the contract			
<b>Contract Specific Requirements (All may not apply)</b>	██████████	██████████	██████████
All inspections are completed and accepted			
Any County-furnished property is returned			
The contractor has closed any subcontracts that may exist			
All sub-contractor(s) have been paid in full <i>(include a table of sub-contractor(s) names with total amounts paid to each as an attachment)</i>			
Any access or security badges and keys are returned and are accounted for			
All warranties, training material, or other final deliverables are obtained			
All Bond requirements have been met			
Certificates of substantial completion or final completion are obtained			
Other administrative or contractual requirements are met <i>(include list of items as an attachment)</i>			

**CONTRACT ADMINISTRATOR APPROVAL TO CLOSEOUT CONTRACT**

\_\_\_\_\_  
Vendor/Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Administrator Signature

\_\_\_\_\_  
Date

**EXHIBIT 6: PAYMENT BOND FORM**

**CONTRACTOR (PRINCIPAL)**

COMPANY (LEGAL NAME):  
PRINCIPAL BUSINESS ADDRESS (No PO Box):  
TELEPHONE NUMBER:

**SURETY**

COMPANY (LEGAL NAME):  
PRINCIPAL BUSINESS ADDRESS (No PO Box):  
TELEPHONE NUMBER:

**OWNER (OBLIGEE)**

NAME: Alachua County Board of County Commissioners  
PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601  
TELEPHONE NUMBER: 352-374-5204

**AGREEMENT DETAILS**

DATE EXECUTED:  
AMOUNT:  
GENERAL DESCRIPTION:  
STREET ADDRESS OF PROJECT:  
PO NO. , RFP, OR BID NO. :

**BOND**

BOND NUMBER:  
DATE:  
AMOUNT:

**KNOW ALL MEN BY THESE PRESENTS:**

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to Alachua County, Florida, as Obligee, and hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to §255.05, Florida Statutes, and claimants must comply with the notice and time limitations of §255.05(2). Florida Statutes.

WHEREAS, Contractor has by written Agreement entered into an Agreement, identified above, with Alachua County, which Contract Documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Agreement."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in §713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Agreement; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Agreement and compliance or noncompliance with any formalities connected with the Agreement or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the time limitations of §255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

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

**CONTRACTOR (PRINCIPAL)**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

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

Witnesses as to Contractor

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

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced: \_\_\_\_\_

**SURETY**

SIGNATURE: \_\_\_\_\_

SEAL

PRINTED NAME AND TITLE: ATTORNEY IN FACT

**EXHIBIT 7: PERFORMANCE BOND FORM**

**CONTRACTOR (PRINCIPAL)**

COMPANY (LEGAL NAME):  
PRINCIPAL BUSINESS ADDRESS (No PO Box):  
TELEPHONE NUMBER:

**SURETY**

COMPANY (LEGAL NAME):  
PRINCIPAL BUSINESS ADDRESS (No PO Box):  
TELEPHONE NUMBER:

**OWNER (OBLIGEE)**

NAME: Alachua County  
PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601  
TELEPHONE NUMBER: 352-374-5204

**AGREEMENT DETAILS**

DATE EXECUTED:  
AMOUNT:  
GENERAL DESCRIPTION:  
STREET ADDRESS OF PROJECT:  
PO NO. , RFP, OR BID NO. :

**BOND**

BOND NUMBER:  
DATE:  
AMOUNT:

**KNOW ALL MEN BY THESE PRESENTS:**

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to Alachua County, Florida, as Obligee, and hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written Agreement entered into an Agreement, identified above, with County, which Contract Documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Agreement";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Agreement between Contractor and County, at the times and in the manner prescribed in the Agreement; and
2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorney's fees including appellate proceedings, that County sustains as a result of default by Contractor under the Agreement; and
3. performs the guarantee of all Work and materials furnished under the Agreement for the time specified in the Agreement; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Agreement, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

- 1. complete the Agreement in accordance with its terms and conditions; or
- 2. obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for an Agreement between such Bidder and County, and make available as Work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than County named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Agreement or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Agreement or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under §255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

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

**CONTRACTOR (PRINCIPAL)**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

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

Witnesses as to Contractor Name: \_\_\_\_\_ Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Personally Known OR Produced Identification  
Type of Identification Produced: \_\_\_\_\_

**SURETY**

SIGNATURE: \_\_\_\_\_

SEAL

PRINTED NAME AND TITLE:

\_\_\_\_\_

## **EXHIBIT 8: INSURANCE**

### **TYPE “A” INSURANCE REQUIREMENTS “ARTISAN CONTRACTORS / SERVICE CONTACTS”**

**Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor/vendor, his agents, representatives, employees or subcontractors.**

#### **COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

#### **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 \$1,000,000 combined single limit each accident.

#### **WORKERS COMPENSATION AND EMPLOYER’S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

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.

#### **BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)**

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

#### **EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)**

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

#### **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

##### **I Commercial General Liability and Automobile Liability Coverages**

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of Contractor/Vendor; to include Products and/or Completed Operations of Contractor/Vendor; Automobiles owned, leased, hired or borrowed by Contractor.

b. Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

**II All Coverages**

Contractor/Vendor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the agreement (original if contract is renewed) or prior.

**SUBCONTRACTORS**

Contractor/Vendor shall be responsible for all subcontractors Working on their behalf as a condition of this Agreement. All subcontractors of Contractor/Vendor shall be subject to the same coverage requirements stated herein.

**CERTIFICATE HOLDER:     Aachua County Board of County Commissioners**

**MAIL, EMAIL or FAX CERTIFICATES**

*REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK*

**EXHIBIT 8-A: CERTIFICATE OF INSURANCE**

**EXHIBIT 9: CONTRACTOR'S FINAL PAYMENT AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who after being duly sworn, deposes and says:

(1) He or she is the (title) \_\_\_\_\_, of \_\_\_\_\_, which does business in the State of Florida, hereinafter referred to as the "Contractor."

(2) Contractor, pursuant to that certain General Construction Agreement No. \_\_\_\_\_ ("Agreement") with Alachua County, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials, and services for Bid or RFP No. 25-542-LC; #14734 - Santa Fe Hills Water System Renovations, as more particularly set forth in said Agreement.

(3) This affidavit is executed by Contractor in accordance with §713.06 of the Florida Statutes for the purposes of obtaining final payment from the Owner in the amount of \$\_\_\_\_\_.

(3) Contractor certifies, represents and warrants that it has paid all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in the Agreement ("Claimants"), all amounts owed them from any previous payments received by Contractor from the Owner and has not withheld any such amounts.

(4) Contractor certifies, represents and warrants that all Work to be performed under the Agreement has been fully completed, and all Claimants have been paid in full.

(5) In accordance with the Contract Documents and in consideration of \$\_\_\_\_\_ paid, Contractor releases and waives for itself and all Claimants, including their successors and assigns, all claims demands, damages, costs and expenses, whether in agreement or in tort, against Owner relating in any way to the performance of the Agreement. (6) Contractor certifies, represents and warrants for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(6) Contractor agrees to indemnify, defend and save harmless Owner for itself and its subcontractors, materialmen, successors and assigns, related to the above from all demands or suits, actions, claims of liens or other charges filed or asserted against Owner arising out of the performance by Contractor of the Work covered by the Agreement.

**Contractor:**

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Witnesses

[Corporate Seal]

STATE OF \_\_\_\_\_

**EXHIBIT 10: FINAL PAYMENT BOND WAIVER FORM**

**WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND  
(FINAL PAYMENT)**

**OWNER:** Alachua County, a charter county and political subdivision of the State of Florida

**CONTRACTOR:** O'Steen Brothers, Inc.

**PROJECT:** General Construction Agreement No. 14734 ("Agreement") for labor, materials, and services for Bid No. 25-542-LC Alachua County #14734 - Santa Fe Hills Water System Renovations

The undersigned Claimant, for itself and its successors and assigns, and in consideration of the final payment made in the amount of \$\_\_\_\_\_, hereby waives and releases its right to claim against the payment bond, and further waives, releases and discharges the Owner and Contractor from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, for labor, services or materials furnished through \_\_\_\_\_(insert date) to \_\_\_\_\_, on the job of **Alachua County**, a charter county and political subdivision of the State of Florida, for improvements associated with the above referenced Project.

DATED ON \_\_\_\_\_.

Claimant: \_\_\_\_\_

By: \_\_\_\_\_  
(Name)

Title: \_\_\_\_\_  
(Print Title)

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

Personally Known OR Produced Identification  
Type of Identification Produced: \_\_\_\_\_

**EXHIBIT 11: NO COERCION AFFIDAVIT**

**AFFIDAVIT OF NO COERCION  
PURSUANT TO §787.06, FLORIDA STATUTES**

State of Florida  
County of Alachua

I, David Geiger, as President, CFO of the O'Steen Brothers, Inc., having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of the O'Steen Brothers, Inc..
3. I attest and affirm that O'Steen Brothers, Inc. does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
4. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

**Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Date Signed

**EXHIBIT 12: FOREIGN COUNTRIES OF CONCERN AFFIDAVIT**

**AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN  
PURSUANT TO 287.138, Florida Statutes**

State of Florida  
County of Alachua

I, David Geiger, as President, CFO of the O'Steen Brothers, Inc., having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief.

2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of O'Steen Brothers, Inc..

3. I attest and affirm that the following is true and correct: \_

a. O'Steen Brothers, Inc. is not owned by the government of a foreign country of concern as identified in section 287.138(1)(c), Florida Statutes (*i.e.*, People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern).

b. The government of a foreign country of concern does not have a controlling interest in O'Steen Brothers, Inc..

c. O'Steen Brothers, Inc. is not organized under the laws of or has its principal place of business in a foreign country of concern.

4. This affidavit is provided to the Alachua County Board of County Commissioners to comply with section 287.138(4) Florida Statutes.

**Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Date Signed



# EXHIBIT 13: WAGE RATE DECISION NUMBER

6/23/25, 10:54 AM

SAM.gov

"General Decision Number: FL20250276 01/03/2025

Superseded General Decision Number: FL20240276

State: Florida

Construction Type: Highway

Counties: Alachua, Gilchrist and Levy Counties in Florida.

## HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	◆ Executive Order 14026 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	◆ Executive Order 13658 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
0                              01/03/2025

<https://sam.gov/wage-determination/FL20250276/0>

1/6

SUFL2022-045 06/27/2024

	Rates	Fringes
CARPENTER.....	\$ 18.98	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 20.00	0.82
ELECTRICIAN.....	\$ 29.05	11.18
IRONWORKER.....	\$ 24.16	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 16.39 **	0.00
LABORER: Common or General.....	\$ 15.01 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 20.24	2.01
LABORER: Pipelayer.....	\$ 17.00 **	0.70
LABORER: Grade Checker.....	\$ 17.21 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 19.39	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 15.85 **	0.00
OPERATOR: Boom.....	\$ 33.61	11.50
OPERATOR: Broom/Sweeper.....	\$ 15.13 **	0.00
OPERATOR: Bulldozer.....	\$ 19.10	0.00
OPERATOR: Crane.....	\$ 29.95	0.00
OPERATOR: Grader/Blade.....	\$ 19.34	0.00
OPERATOR: Loader.....	\$ 17.78	0.00
OPERATOR: Mechanic.....	\$ 31.30	0.00
OPERATOR: Milling Machine.....	\$ 19.68	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 17.77	0.00
OPERATOR: Piledriver.....	\$ 22.98	0.00
OPERATOR: Roller.....	\$ 15.51 **	0.00
OPERATOR: Scraper.....	\$ 15.54 **	0.00
OPERATOR: Screed.....	\$ 18.80	0.00
OPERATOR: Tractor.....	\$ 16.91 **	0.66
PAINTER.....	\$ 21.02	0.00
TRAFFIC CONTROL PERSON.....	\$ 16.13 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 18.00	0.74

<https://sam.gov/wage-determination/FL20250276/0>

2/6

TRUCK DRIVER: Flatbed Truck.....	\$ 19.46	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 22.16	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 16.91 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 18.27	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 19.18	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications

and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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 WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
 Wage and Hour Division  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

6/23/25, 10:54 AM

SAM.gov

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

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END OF GENERAL DECISION"

"General Decision Number: FL20250103 06/27/2025

Superseded General Decision Number: FL20240103

State: Florida

Construction Type: Heavy

County: Alachua County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	06/27/2025

\* ELEC1205-004 06/01/2025

Rates Fringes

ELECTRICIAN.....\$ 33.50                   13.85

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 ENGI0487-033 06/01/2023

                                  Rates                   Fringes

POWER EQUIPMENT OPERATOR  
 Group 3  
 Drill Rig, Horizontal  
 Directional Drill  
 Operator, Horizontal  
 Direction Drill Locator....\$ 37.01                   16.85

Journeyman Oiler shall be paid: 90% of Group 3's rate.

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 IRON0597-005 04/01/2024

                                  Rates                   Fringes

IRONWORKER, STRUCTURAL.....\$ 29.50                   12.98

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 LABO0517-002 05/01/2023

                                  Rates                   Fringes

LABORER: Grade Checker.....\$ 22.61                   11.59

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 PAIN0088-007 06/01/2021

                                  Rates                   Fringes

PAINTER: Brush and Spray.....\$ 20.21                   12.38

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 \* SUFL2009-142 06/24/2009

                                  Rates                   Fringes

CARPENTER.....\$ 15.80 \*\*                   0.00

CEMENT MASON/CONCRETE FINISHER...\$ 13.23 \*\*                   2.15

LABORER: Common or General.....\$ 9.85 \*\*                   1.53

LABORER: Landscape.....\$ 7.25 \*\*                   0.00

LABORER: Pipelayer.....\$ 11.51 \*\*                   1.16

LABORER: Power Tool Operator  
 (Hand Held Drills/Saws,  
 Jackhammer and Power Saws  
 Only).....\$ 10.63 \*\*                   2.20

OPERATOR: Asphalt Paver.....\$ 11.59 \*\*                   0.00

OPERATOR: Backhoe Loader  
 Combo.....\$ 16.10 \*\*                   2.44

OPERATOR: Backhoe/Excavator.....\$ 14.10 \*\*                   1.34

OPERATOR: Bulldozer.....\$ 13.40 \*\*                   1.19

OPERATOR: Crane.....\$ 21.30                   0.00

OPERATOR: Grader/Blade.....\$ 16.00 \*\*                   2.84

OPERATOR: Loader.....\$ 11.31 \*\*                   2.02

OPERATOR: Mechanic.....	\$ 14.32 **	0.00
OPERATOR: Roller.....	\$ 10.03 **	0.00
OPERATOR: Scraper.....	\$ 11.00 **	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54 **	0.00
PAINTER: Roller.....	\$ 11.94 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 14.63 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.06 **	2.18
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21 **	1.97

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

\*\*\*\*\*  
\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

-----  
The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical

order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were

adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

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END OF GENERAL DECISION"