



Indian River County Purchasing Division

1800 27th Street
Vero Beach, FL 32960
Phone (772) 226-1416

Request for Proposals

Project Name: Indian River County Department of Utility
Services - 2020 Labor Contract

RFP #: 2020039

RFP Opening Date: **Thursday, May 21, 2020**

RFP Opening Time: **2:00 P.M.**

All submittals must be received by the Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late submittals will be not be accepted or considered.

PLEASE SUBMIT (1) ONE MARKED ORIGINAL AND FIVE (5) COPIES OF YOUR PROPOSAL,
PLUS 1 ELECTRONIC COPY ON THUMB DRIVE OR CD.

Refer All Questions to:
purchasing@ircgov.com

REQUEST FOR PROPOSALS

Notice is hereby given that the Indian River County Board of County Commissioners is requesting proposals from qualified firms for:

RFP # 2020039

Indian River County Department of Utility Services
2020 Labor Contract

Detailed specifications are available at: www.demandstar.com or by selecting "Current Solicitations" at <http://www.ircgov.com/Departments/Budget/Purchasing>.

All submittals must be received by the Purchasing Division, 1800 27th Street, Room B1-301, Vero Beach, Florida 32960 by 2:00 p.m. Thursday, May 21, 2020. Late submittals will not be accepted or considered.

The Board of County Commissioners reserves the right to accept or reject any and all proposals in whole or in part and to waive any technicality or irregularity.

PURCHASING MANAGER
INDIAN RIVER COUNTY

Publish: For Publication in the Indian River Press Journal

Date: Tuesday, April 28, 2020

Please furnish Tear Sheet, Affidavit of Publication, and Invoice to:

Indian River County
Purchasing Division
1800 27th Street
Vero Beach, FL 32960

Statement of No Bid/Proposal

Should you elect not to submit a proposal, please complete and send this page by email (purchasing@ircgov.com), fax (772-770-5140) or by mail to Indian River County Purchasing, 1800 27th Street, Vero Beach, FL 32960.

Please select all of the following that apply.

Our decision not to submit a proposal on the subject project was based on:

- Project is located too far from our base of operations
- Project value too low
- Project specifications unclear (please explain below)
- Material availability may be a challenge
- Our current schedule will not allow us to perform
- Unable to meet insurance requirements
- Other:
- Other:

General comments regarding the RFP and/or plans and specifications:

Scope of Services

1. INTRODUCTION

The Indian River County Department of Utility Services (IRCDUS) is accepting sealed proposals from qualified individuals, firms, and legal entities for the 2020 Labor Contract. The proposed work generally consists of furnishing all labor, tools, equipment, and, upon IRCDUS request, material to construct, repair, or replace various water transmission and distribution, wastewater collection and transmission, and reclaimed water transmission system elements at various locations throughout Indian River County. Work will be assigned by IRCDUS to the Contractor by individual Work Authorizations and Purchase Orders issued throughout the life of the Contract.

All work will also include appurtenant and miscellaneous items for a completed project such as maintaining traffic control, asphalt, concrete and sod restoration, well point dewatering, etc. It is the intent of IRCDUS to obtain complete and working installations under this contract and any items of labor, equipment, and materials that may reasonably be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically stated herein. All work and materials shall be in accordance with the Indian River County Department of Utility Services Water & Wastewater Utility Standards, May 2019 or latest edition, unless specified otherwise or changed by the IRCDUS Engineer.

Each unit item includes both material and labor costs. However, IRCDUS reserves the right to direct-purchase and furnish all materials for each project.

NOTE: IRCDUS may not accept proposals from firms that have had adversarial relationships with the IRCDUS or firms that have represented entities that have had adversarial relationships with IRCDUS. This includes the firm, employees and financial or legal interests. IRCDUS will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List.

This is an Annual Requirements Labor Contract, with an initial term of two (2) years, and a maximum of two (2) renewal terms of one (1) year each subject to vendor acceptance, satisfactory performance, and staff's determination that a renewal would be in the best interest of Indian River County. It is the intent of the IRCDUS to enter into agreements with three qualified contractors.

II. GENERAL QUALIFICATIONS

Contractors shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of IRCDUS and meet local, state, and federal regulatory requirements. Licenses for this work include a State of Florida General Contractor License and/or a State of Florida Underground Utility and Excavation License. It is the Contractor's responsibility to verify with the County's Building Department that they possess the proper licenses and certifications to perform the work prior to submitting a proposal. Awarded contractors will be required to register with the Indian River County Building Division prior to execution of agreements.

III. SCOPE OF WORK

The Contractor shall supply all labor, supervision, equipment, machinery, tools, materials, transportation, and other incidentals required for water, wastewater, and reclaimed water repairs within the geographical boundaries of the IRCDUS Service Area on an as-needed or on-call basis. All work shall conform and follow the IRCDUS Water & Wastewater Utility Standards, May 2019 or latest edition, unless specified otherwise or changed by the IRCDUS Engineer. All products used shall be taken from the IRCDUS Approved Products List (APL) where applicable.

An IRCDUS Work Order shall consist of written documentation of the work necessary, per plans, specification and/or as directed by IRCDUS staff. Multiple Work Orders are anticipated throughout the life of the Contract and each work order will have a unique scope. The Contractor shall provide a quote for the work requested based on the unit prices provided by this contract, and receive either a purchase order or work authorization prior to commencement of work.

Specific Duties to be Performed - Work shall include all materials and labor required to repair the water, wastewater, and reclaimed water repairs at the designated areas as required by the work order. All work is to be performed in accordance with Florida Department of Transportation (F.D.O.T.) Standard Specifications for Road and Bridge Construction, latest edition, unless otherwise stated in these specifications.

Material Requirements - All materials shall conform to F.D.O.T. specifications.

Temporary Traffic Control (TTC) – Temporary Traffic Control (TTC; aka “MOT”) shall be in accordance with Section 102 of the F.D.O.T. Standard Specifications for Road & Bridge Construction and Index 600 series of the Design Standards, both latest editions. TTC plans shall be submitted to and approved by the Indian River County (IRC) Traffic Department. All costs for TTC shall be included in the submitted prices.

Time of Performance for Emergency Work - The Contractor shall be required to report to the site within two (2) hours for the initial review of the situation. The proposal for the required work will be due by noon the following day. Emergency work shall begin within twenty-four (24) hours of the issuance of the Notice to Proceed (NTP).

Time of Performance for Non-Emergency Work - The Contractor shall be required to commence services within three (3) calendar days of the NTP with the completion date to be determined in the work order.

Proposal Instructions

Proposers shall submit the following:

Information to Be Submitted: Submit one marked original and five (5) copies. Submittals must include and are requested to be organized as follows:

- a. A history of the firm and a description of the range of services offered by the firm. (max. 1 pg)
- b. Summaries or biographies of the required Team Members that will be assigned to the County. Include name, background, special skills, number of years with the firm and years of experience. Identify the firm's representative assigned to manage the County's project. (max. 2pgs)
- c. A list of projects with services such as those described within this RFP. (max. 2pgs)
- d. References from the organizations your firm has provided the similar services for in the last five years. Please provide contact name, phone number, email address and project name. (max. 1 pg)
- e. Proposer Information Form.
- f. Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code.
- g. Certification Regarding Prohibition Against Contracting with Scrutinized Companies.
- h. Drug Free Workplace Certification
- i. Certification Regarding Lobbying
- j. Sworn Statement Under the Florida Trench Safety Act
- k. Signed Cost proposal (Bid Tab in Attachment A of this RFP).

Method of Selection: The County shall convene a Selection Committee of which the responsibility shall be as follows:

- a. Independently review and evaluate each Submittal
 1. Each committee member shall evaluate each firm by assigning a number of points for each criterion, as established in the solicitation, and then totaling the number of points for all criteria.
 2. Each committee member shall then rank the firms on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked # 1.
- b. As a "committee of the whole", develop a combined ranking order of all Submittals meeting minimum qualifications. The ranking of firms shall be done in the following manner:
 1. The rankings received by each firm from all committee members shall be totaled and divided by the number of committee members, to produce an average ranking.
 2. The firm receiving the lowest average ranking (i.e. closest to # 1) shall be ranked the # 1 firm, and the process repeated until all firms have been ranked according to their average ranking.
 3. In the event of a tie, the ranking of tied firms shall be determined by a comparison of the total number of points received by each firm from all committee members. The firm with the highest number of points will be awarded the higher-ranking position.
 4. The Committee may discuss the rankings and their reasons behind them, and each member may modify their ranking of firms accordingly until the committee is satisfied with the rankings.
 5. After interviews (if interviews are held), and based upon information learned during the interviews, each committee member will rank the firms in order of preference and a consolidated final committee ranking established.
- c. The County may, solely at its own option, seek additional Submittals with this or a similar Submittal in the event the County, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet the County's needs and/or that award of a contract arising from this RFP would not be in the public interest.

- d. The Committee shall forward its recommendations in accordance with the ranking to the Indian River County Board of County Commissioners, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.
- e. The Indian River County Board of County Commissioners possesses sole authority to award a contract for the services sought herein.

Initial Ranking Criteria:

EVALUATION CRITERIA	EVALUATION POINTS MAXIMUM
1. Firm qualifications/capabilities and similar projects	20
2. Staff qualifications	20
3. Similar Projects	15
4. Cost Proposal	25
5. References	20
TOTAL	100

General Instructions

Cone of Silence. Potential respondents and their agents shall not communicate in any way with the Board of County Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction shall be effective from the time of advertisement until the Board of County Commissioners meets to authorize ranking and/or award. Such communication may result in disqualification.

Sealed Submittals and Envelope Markings: All proposals shall be submitted in a sealed envelope. The outside of the envelope shall be clearly marked with the Submitter's Name and Return Address, Proposal #, Title, Date of opening, and Time of Opening.

Opening Location: Submittals must be received by the Purchasing Division at 1800 27th Street, Vero Beach, FL 32960, on or before the closing hour and date listed in the Request for Proposals. Submittals received after the stated time and date will not be considered.

Submission: Submit one marked original and five (5) copies of your proposal. All proposals must be signed with the legal Firm name by an Officer or employee having authority to bind the company or firm by his / her signature.

Confidential or Trade Secret Information: Proposals submitted in response to this request are public records. Pursuant to section 119.071, Florida Statutes, any financial statement that the County requires a prospective contractor to submit in order to prequalify for bidding or for responding to a proposal for a public works project is exempt from the Public Records Law. Therefore, any financial statement that you submit that you wish to remain confidential shall be submitted in a sealed opaque envelope and marked "Confidential Financial Statement Enclosed." Trade secret information must be clearly identified as instructed per section 812.081(1)(c), Florida Statutes. Proposers are requested to specifically identify any information contained in their proposals which they consider confidential as a trade secret and which they believe to be exempt from disclosure. You must cite to the specific facts that demonstrate that such information is exempt as a trade secret under the applicable law. Any Proposer marking, labeling or declaring their entire proposal "Confidential and Proprietary" may be disqualified. By submission of a response to this RFP the responder agrees to indemnify and hold the County and its commissioners, officers, employees and agents harmless should any information marked as confidential and/or proprietary knowingly or unknowingly be released as the result of a public records request or if any information marked as confidential and/or proprietary is not released as a result of a public records request.

Taxes: Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful vendor and will be filled out by the County.

Indemnification: The Proposer shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from any and all losses, damages, expenses (including reasonable attorneys fees) and other liabilities of any type whatsoever, arising out of or relating to any negligence, intentional tort, breach of contract, or breach of applicable law by the vendor, or its employees, agents, subcontractors, or other persons or entities performing work under the contract.

Public Access: The Proposer shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Proposer shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service. The Proposer shall provide the public with access to public records on the same terms and conditions that the County would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The Proposer shall

ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Proposer shall meet all requirements for retaining public records and transfer, at no cost, to the County, all public records in possession of the Proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Submitters are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Suspension and Debarment: Indian River County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Scrutinized Companies Lists: The proposer certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Proposer certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

Non-Discrimination: Indian River County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

Local Preference: Indian River County has no local ordinance or preferences, as described in Florida Statutes section 255.0991(2) in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this proposal.

Energy Policy and Conservation Act – The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Regulations: It shall be the responsibility of the submitter to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

Interpretations: No oral interpretations will be made to any submitter as to the meaning of the request for proposal documents. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County (purchasing@ircgov.com) ten (10) or more days before the date fixed for opening of the proposals. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to submitters will be in the form of an Addendum, which if issued, will be sent promptly as is practical to all persons to whom RFP documents have been issued. All such Addenda shall become part of the RFP documents. Further, it shall be the responsibility of each submitter, prior to submitting their response, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their submittal.

Direct Purchase: Indian River County reserves the option to purchase certain tangible materials necessary for the performance of the Contract, and thereby save the amount of the sales tax thereon by virtue of the Owner's status as a Tax Exempt Institution. For the purpose of these procedures, the Contractor will assign to the County any rights the Contractor may have under quotes, contracts or commitments received from the particular vendor or supplier for the materials described in the requisition. The invoiced amount of County Purchased Materials and applicable sales tax, had the purchases not been tax exempt, once finalized through the Owner's Purchase Order and after confirmation of completed delivery and acceptance, will be deducted from the Contractor's Contract price via Change Order.

Permits, Impact and Inspection Fees. In accordance with Florida Statutes Section 218.80, the "Public Bid Disclosure Act", Indian River County as OWNER is obligated to disclose all license, permit, impact, or inspection fees that are payable to Indian River County in connection with the construction of the Work by the accepted proposer. All permit, impact, or inspection fees payable to Indian River County in connection with the work on this County project will be paid by Indian River County, with the exception of re-inspection fees. The Proposer shall not include ANY PERMIT, IMPACT, NOR INSPECTION FEES payable to **Indian River County** in their cost proposal.

Applicable Law and Venue: This solicitation, its resulting agreement and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this solicitation and any resulting agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

Conflict of Interest: Any entity submitting a proposal or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild*. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form will be cause for rejection of the proposal.

Cancellation: It is the intention of Indian River County to purchase material and / or services from sources of supply that will provide prompt and convenient shipment and service. Any failure of the supplier to satisfy the requirements of the County shall be reason for termination of the award.

Errors: When an error is made in the extension of generating total prices or in any other process of completing the proposal, the original unit prices submitted will govern. Carelessness in quoting prices, or in preparation of the proposal otherwise, will not relieve the proposer.

Right to Protest: Any actual or prospective proposer who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within seven (7) calendar days after the proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

Awards: The County reserves the right to cancel the solicitation, reject any and all proposals or waive any irregularity or technicality in submittals received. The County reserves the right to not make any award(s) under this solicitation.

Termination by the County: The County reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the Contractor fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

Compliance with Laws and Regulations: Submitter agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and any resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Co-Operative Purchasing: It is the intent of this solicitation to secure goods or services to be used by Indian River County. However, by virtue of responding, the proposer accepts the right of other Florida Governmental agencies

to purchase from agreements resulting from this solicitation. The awarded contractor(s) and the requesting Governmental agency, apart from Indian River County, shall handle any such purchases separately. Further, Indian River County assumes no liability for materials or services ordered by any other Governmental agency by virtue of this RFP.

Insurance:

The Selected Firm shall not commence work until they have obtained all the insurance required under this section, and until such insurance has been approved by the County. Firm's insurance shall be primary. The County shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

General Liability

Each Occurrence \$500,000
Fire Damage-any one fire \$50,000
Medical Expenses-any one person \$5,000
Personal and Advertising Injury \$500,000
General Aggregate \$500,000
Combined Single Limit \$500,000

Automobile Liability – Combined Single Limit \$500,000

Worker's Compensation as required by the State of Florida

Each accident \$100,000
Each Disease – Each employee \$100,000
Each disease – policy limit \$500,000

Professional Liability Insurance

\$1,000,000 per occurrence
\$2,000,000 aggregate combined single limit
\$5,000 maximum deductible per claim

The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market.

The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the Indian River County Risk Management Department prior to the execution of this Agreement.

The insurance companies selected shall send written verification to the Indian River County Risk Management Department that they will provide 30 days written notice to the Indian River County Department of Risk Management of its intent to cancel or terminate.

Indian River County reserves the right to accept or reject any or all proposals in whole or in part and waive all any technicality or irregularity.

PROPOSER INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name			
Tax ID Number		W-9	Attached <input type="checkbox"/>
UC/GC License Number			
Contact Name		Phone	
Title		Email	
Address			

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

**SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF
RELATIONSHIPS**

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

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2020039 for the Indian River County Department of Utility Services 2020 Labor Contract

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is:

and its Federal Employer Identification Number (FEIN) is _____

3. My name is _____

(Please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

SIGN: _____

PRINT: _____

Notary Public, State at large
My Commission Expires:

(Seal)

**CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH
SCRUTINIZED COMPANIES**

(This form **MUST** be submitted with your response)

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

DRUG-FREE WORKPLACE CERTIFICATION

(Please include this form with your bid)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Company Name

Bidder's Signature

Date: _____

Sworn Statement Under the Florida Trench Safety Act

THIS FORM MUST BE SIGNED BY THE BIDDER WHO WILL BE RESPONSIBLE FOR THE EXCAVATION WORK ("BIDDER"), OR ITS AUTHORIZED REPRESENTATIVE, IN THE PRESENCE OF A NOTARY PUBLIC AUTHORIZED TO ADMINISTER OATHS.

1. This Sworn Statement is submitted with Project No. 2020039 for the Indian River County Department of Utility Services - 2020 Labor Contract.

2. This Sworn Statement is submitted by _____
(Legal Name of Entity Submitting Sworn Statement)
_____, hereinafter
"BIDDER". The BIDDER's address is _____

BIDDER's Federal Employer Identification Number (FEIN) is _____.

3. My name is _____ and my relationship to the BIDDER
(Print Name of Individual Signing)
is _____.
(Position or Title)

I certify, through my signature at the end of this Sworn Statement, that I am an authorized representative of the BIDDER.

4. The Trench Safety Standards that will be in effect during the construction of this Project are contained within the Trench Safety Act, Section 553.60 et. seq. Florida Statutes and refer to the applicable Florida Statute(s) and/or OSHA Regulation(s) and include the "effective date" in the citation(s). Reference to and compliance with the applicable Florida Statute(s) and OSHA Regulation(s) is the complete and sole responsibility of the BIDDER. Such reference will not be checked by OWNER or ENGINEER and they shall have no responsibility to review or check the BIDDER's compliance with the Trench Safety Standards.

5. The BIDDER assures the OWNER that it will comply with the applicable Trench Safety Standards.

6. The BIDDER has allocated and included in its bid the total amount of \$_____, per linear foot of trench to be excavated over five (5) feet deep, for compliance with the applicable Trench Safety Standards, and intends to comply with said standards by instituting the following specific method(s) of compliance on this Project: _____

_____.

The determination of the appropriate method(s) of compliance is the complete and sole responsibility of the BIDDER. Such methods will not be checked by the OWNER or ENGINEER for accuracy, completeness, or any other purpose. The OWNER and ENGINEER shall have no responsibility to review or check the BIDDER's compliance with the Trench Safety Standards.

7. The BIDDER has allocated and included in its bid the total amount of \$_____ per square foot of shoring to be used for compliance with shoring safety requirements and intends to comply with said shoring requirements by instituting the following specific method(s) of

compliance on this Project: _____

_____.

The determination of the appropriate method(s) of compliance is the complete and sole responsibility of the BIDDER. Such methods will not be checked by the OWNER or ENGINEER for accuracy, completeness or any other purpose. The OWNER and ENGINEER shall have no responsibility to review or check the BIDDER's compliance with the Trench Safety Standards.

- 8. The BIDDER, in submitting this bid, represents that it has obtained and considered all available geotechnical information, has utilized said geotechnical information and that, based on such information and the BIDDER's own information, the BIDDER has sufficient knowledge of the Project's surface and subsurface site conditions and characteristics to assure BIDDER's compliance with the applicable Trench Safety Standards in designing the trench safety system(s) for the Project.

BIDDER: _____

By: _____

Position or Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

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

Notary Public, State at large
My Commission Expires:

CERTIFICATION REGARDING LOBBYING

(This form MUST be submitted with each proposal)

The undersigned Proposer certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

Date

Sample Agreement

CONTINUING CONTRACT AGREEMENT

**BETWEEN COUNTY AND CONTRACTOR
CONSTRUCTION OF WATER, SEWER AND RECLAIMED WATER LINE REPLACEMENTS/EXTENSIONS AND
MISCELLANEOUS
ANNUAL REQUIREMENTS LABOR CONTRACT
INDIAN RIVER COUNTY BID NO. 2020039**

THIS CONTINUING CONTRACT AGREEMENT for UTILITIES LABOR AND CONSTRUCTION (“Agreement or “Master Agreement”), entered into as of this ___ day of _____, 2020 by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida, (“COUNTY”), and _____, (“CONTRACTOR”).

BACKGROUND RECITALS:

A. Through the competitive bid process, the COUNTY has selected CONTRACTOR to provide certain labor services relating to utilities installation and repair (“Services”) as more fully set forth in Exhibit 1 (Contractor’s Bid Form) attached to this Agreement and made a part hereof by this reference in connection with various utility installations and repairs to COUNTY owned and operated facilities (“Project”).

B. As part of the competitive bid process, the COUNTY issued a Request for proposal (2020039) on April 28, 2020.

C. The proposed work consists of various water transmission and distribution, wastewater collection and reclaimed water transmission system improvements as specified in each of the Owner’s individual Work Authorizations issued throughout the life of the Contract. The work may include after hours and emergency work. All material (furnished by COUNTY) and all equipment furnished (by CONTRACTOR) and all work performed (by CONTRACTOR) shall be in strict accordance with the Indian River County Department of Utility Services Water & Wastewater Utility Standards dated May 2019, or latest edition, which may be obtained at no cost online from the Indian River County Utilities Department. The work is generally located in Indian River County in the Urban Service Area, although transmission utilities are located outside of this boundary.

D. The CONTRACTOR is willing and able to perform the Services for the COUNTY on the terms and conditions set forth below; and

E. The COUNTY and the CONTRACTOR wish to enter into this Agreement for the Contractor’s Services for the Project.

NOW THEREFORE, in accordance with the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **GENERAL.**

1.1 All construction services provided by the CONTRACTOR for the COUNTY shall be identified in Work Authorization and performed in a timely, efficient, cost effective manner. Work Authorization shall include a description of services to be performed; a statement of fees; a schedule of deliverables; proposed schedule for compensation and whether compensation is lump sum maximum amount not to exceed task based, or any combination of the foregoing; a budget establishing the amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs; and any other additional instructions or provisions relating to the specific Services authorized pursuant to each Purchase Order that does not conflict with the terms of this Agreement.

1.2 Whenever the term "Work Authorization" is used herein, it is intended to mean that formal document that is dated; serially numbered; and executed by both the COUNTY and the CONTRACTOR by which the COUNTY accepts Contractor's proposal for specific services and CONTRACTOR indicates a willingness to perform such specific services for the terms and under the conditions specified in this Agreement. Each Purchase Order must be fully executed by the COUNTY.

1.3 Services related to any individual Work Authorization which would increase, decrease or which are otherwise outside the scope of Services or level of effort contemplated by a Work Authorization shall be Services for which the Contractor must obtain the prior written approval of the COUNTY as provided by this Agreement. All terms for the performance of such Services must be agreed upon in a written document prior to any deviation from the terms of a Work Authorization, and when properly authorized and executed by both the CONTRACTOR and the COUNTY shall become an amendment to the Work Authorization or a new Work Authorization, at the sole option of the COUNTY.

1.4 A Work Authorization shall not give rise to any contractual rights until it meets the foregoing requirements. Each specific Work Authorization, as approved by the COUNTY, shall be an addendum to this Agreement. Nothing contained in any Work Authorization shall conflict with the terms of this Agreement, and the terms of this Agreement shall be deemed to be incorporated in each individual Work Authorization as if fully set forth therein.

1.5 It is the intent of the COUNTY to enter into Agreements with two or more qualified contractors. Work Authorizations will be issued to Contractors based on the availability, expertise, and other special requirements as determined by the Engineers for work required for that specific project. In the event the CONTRACTOR declines a Work Authorization due to workload, the Work Authorization will be offered to the other awarded CONTRACTOR. No representation or guarantee is made by Indian River County as to the minimum or maximum dollar value, volume of work, or type of work, if any, that CONTRACTOR will receive during the term of this Agreement.

1.6 The Background Recitals are true and correct and form a material part of this Agreement.

2. **COUNTY OBLIGATIONS.**

2.1 The COUNTY will provide the CONTRACTOR with a copy of any preliminary data or reports available as required in connection with the work to be performed under this Agreement, together with

all available drawings, surveys, right-of-way maps, and other documents in the possession of the COUNTY pertinent to a Project. The CONTRACTOR shall satisfy itself as to accuracy of any data provided. The CONTRACTOR is responsible for bringing to the COUNTY's attention, for the COUNTY's resolution, material inconsistencies or errors in such data that come to the CONTRACTOR's attention.

2.2 The COUNTY shall arrange for access to, and make provisions for the CONTRACTOR to enter upon public and private property (where required) as necessary for the CONTRACTOR to perform its Services, upon the timely written request of CONTRACTOR to COUNTY.

2.3 The COUNTY shall promptly execute all permit applications necessary to the Project.

2.4 The COUNTY shall examine any and all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the CONTRACTOR, and render, in writing, decisions pertaining thereto within a reasonable time.

2.5 Services furnished under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The CONTRACTOR shall be and shall remain liable in accordance with all applicable laws for all damages to the COUNTY caused by the negligent performance by the CONTRACTOR of any of the Services furnished under this Agreement.

2.6 The COUNTY reserves the right to appoint one or more Project Managers for the specific Services in connection with any Work Authorization, however there will be only one Project Manager per Work Authorization. The Project Manager shall: (a) act as the COUNTY's agent with respect to the Services rendered hereunder; (b) transmit instructions to and receive information from the CONTRACTOR; (c) communicate the COUNTY's policies and decisions to the CONTRACTOR regarding the Services; and (d) determine, initially, whether the CONTRACTOR is fulfilling its duties, responsibilities, and obligations hereunder.

2.7 The COUNTY shall give prompt written notice to the CONTRACTOR whenever the COUNTY observes or otherwise becomes aware of any development that affects the timing or delivery of the CONTRACTOR's Services. If the CONTRACTOR has been delayed in completing its Services through no fault or negligence of either the CONTRACTOR or any Subcontractor, and, as a result, will be unable to perform fully and satisfactorily under the provisions of this Agreement, then the CONTRACTOR shall promptly notify the Project Manager. In the COUNTY's sole discretion, and upon the submission to the COUNTY of evidence of the causes of the delay, the Work Authorization shall be modified in writing as set forth in this Agreement, subject to the COUNTY'S rights to change, terminate, or stop any or all of the Services at any time in accordance with this Agreement.

2.8 The CONTRACTOR shall not be considered in default for a failure to perform if such failure arises out of causes reasonably beyond the CONTRACTOR's control and through no fault or negligence of the CONTRACTOR. The parties acknowledge that adverse weather conditions, acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to this Agreement. If such conditions and circumstances do in fact occur, then the COUNTY and CONTRACTOR shall mutually agree, in writing, to the modifications to be made to this Agreement.

3. **RESPONSIBILITIES OF THE CONTRACTOR.**

3.1 The CONTRACTOR agrees to perform all necessary utilities labor and construction

services in connection with the assigned Project(s) as set forth in the Work Authorizations and in this Agreement.

3.2 The CONTRACTOR will endeavor not to duplicate any previous work done on any Project. Before execution of a Work Authorization, the CONTRACTOR shall consult with the COUNTY to clarify and define the COUNTY's requirements for the Project.

3.3 The CONTRACTOR agrees to complete the Project within the time frame specified in the Work Authorization.

3.4 The CONTRACTOR will maintain an adequate staff of qualified personnel.

3.5 The CONTRACTOR will comply with all present and future federal, state, and local laws, rules, regulations, policies, codes, and guidelines applicable to the Services performed under this Agreement.

3.6 The CONTRACTOR, as a part of the consideration hereof, does hereby covenant and agree that: (1) in connection with the furnishing of Services to the COUNTY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to the services to be performed by CONTRACTOR under this Agreement on the grounds of such person's race, color, creed, national origin, religion, physical disability, age or sex; and (2) the CONTRACTOR shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, as such rules, regulations, or guidelines may be from time to time amended.

3.7 The CONTRACTOR shall, during the entire term of this Agreement, procure and keep in full force, effect, and good standing any and all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the CONTRACTOR to render its Services as described in this Agreement. The CONTRACTOR shall also require all Subcontractors to comply by contract with the provisions of this section.

3.8 The CONTRACTOR will prepare all necessary sketches and completed application forms to accompany the COUNTY's applications for any required federal, state, or local permits.

3.9 The CONTRACTOR will cooperate fully with the COUNTY in order that all work may be properly scheduled and coordinated.

3.10 The CONTRACTOR will cooperate and coordinate with other COUNTY Contractors, as directed by the COUNTY.

3.11 The CONTRACTOR shall report the status of the Services under this Agreement to the COUNTY Project Manager upon request and hold all drawings, calculations and related work open to the inspection of the COUNTY Project Manager or his authorized agent at any time, upon reasonable request.

3.12 All documents, reports, tracings, plans, specifications, field books, survey notes and information, maps, contract documents, and other data developed by the CONTRACTOR for the purpose of this Agreement, are and shall remain the property of the COUNTY. The foregoing items will be created, maintained, updated, and provided in the format specified by the COUNTY. When all work contemplated under this Agreement is complete, all of the above data shall be delivered to the COUNTY Project Manager.

3.13 The CONTRACTOR agrees to maintain complete and accurate books and records

("Books"), in accordance with sound accounting principles and standards for all Services, costs, and expenditures under this Agreement. The Books shall identify the Services rendered during each month of the Agreement and the date and type of each Project-related expense. The COUNTY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Books for the purpose of verifying the accuracy of any invoice. The CONTRACTOR shall retain the Books, and make them available to the COUNTY as specified above, until the later of three (3) years after the date of termination of this Agreement, or such longer time if required by any federal, state, or other governmental law, regulation, or grant requirement.

3.15 The CONTRACTOR shall not assign or transfer any work under this Agreement without the prior written consent of the COUNTY. When applicable and upon receipt of such consent from the COUNTY, the CONTRACTOR shall cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted on the reports or other data.

4. **TERM OF AGREEMENT.**

4.1 This Agreement shall remain in effect for a term of two (2) years, unless otherwise sooner terminated as provided herein. The Initial Term may be extended by mutual consent of the parties hereto for a maximum two additional one-year terms.

4.2 The time for completion of each Project shall be defined in the Work Authorization.

5. **COMPENSATION.**

5.1 Work Authorizations that are less than \$200,000.00 may not require a Public Construction Bond; however, pursuant to The Code of Indian River County, Indian River County as Owner shall make only one payment for the entire amount of the related applicable Work Authorization when the terms of the related applicable Work Authorization have been fulfilled. Upon a determination of satisfactory completion, the COUNTY Project Manager will authorize payment to be made. All payments for services shall be made to the CONTRACTOR by the COUNTY in accordance with the Local Government Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.).

5.2 Progress Payments: The OWNER shall make progress payments to the CONTRACTOR on the basis of the approved partial payment request as recommended by ENGINEER in accordance with the provisions of the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq. The OWNER shall retain ten percent (10%) of the payment amounts due to the CONTRACTOR until fifty percent (50%) completion of the work. After fifty percent (50%) completion of the work is attained as certified to OWNER by ENGINEER in writing, OWNER shall retain five percent (5%) of the payment amount due to CONTRACTOR until final completion and acceptance of all work to be performed by CONTRACTOR under the Contract Documents. Pursuant to Florida Statutes section 218.735(8)(b), fifty percent (50%) completion means the point at which the County as OWNER has expended fifty percent (50%) of the total cost of the construction services work purchased under the Bid and Specification Documents, together with all costs associated with existing change orders and other additions or modifications to the construction services work provided under the Work Authorization.

6. **INSURANCE AND INDEMNIFICATION.**

6.1 The Contractor shall not commence work until they have obtained all the insurance required under this section, and until such insurance has been approved by the County, nor shall the contractor

allow any subcontractor to commence work until the subcontractor has obtained the insurance required for a contractor herein and such insurance has been approved unless the subcontractor’s work is covered by the protections afforded by the Contractor’s insurance.

6.2 The Contractor shall procure and maintain worker’s compensation insurance to the extent required by law for all their employees to be engaged in work under this contract. In case any employees are to be engaged in hazardous work under this contract and are not protected under the worker’s compensation statute, the Contractor shall provide adequate coverage for the protection of such employees.

6.3 The Contractor shall procure and maintain broad form commercial general liability insurance (including contractual coverage) and commercial automobile liability insurance in amounts not less than shown below. The County shall be an additional named insured on this insurance on this insurance with respect to all claims arising out of the operations or work to be performed.

<p>Commercial General (Public) Liability, other than Automobile</p> <p>\$1,000,000.00 Combined single limit for Bodily Injury and Property Damage</p>	<p>Commercial General</p> <ul style="list-style-type: none"> A. Premises / Operations B. Independent Contractors C. Products / Completed Operations D. Personal Injury E. Contractual Liability F. Explosion, Collapse, and Underground Property Damage
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<p>Automobile</p> <p>\$1,000,000.00 Combined single limit Bodily Injury and Damage Liability</p>	<ul style="list-style-type: none"> A. Owner Leased Automobiles B. Non-Owned Automobiles C. Hired Automobiles D. Owned Automobiles
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6.4 The Contractor shall furnish the County a certificate of insurance in a form acceptable to the County for the insurance required. Such certificate or an endorsement provided by the contractor must state that the County will be given thirty (30) days written notice prior to cancellation or material change in coverage. Copies of an endorsement-naming County as Additional Insured must accompany the Certificate of Insurance.

6.5 CONTRACTOR shall include all Subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

6.6 The COUNTY, by and through its Risk Manager, reserves the right periodically to review any and all policies of insurance and to reasonably adjust the limits of coverage required hereunder, from time to time throughout the term of this Agreement. In such event, the COUNTY shall provide the CONTRACTOR with separate written notice of such adjusted limits and CONTRACTOR shall comply within thirty (30) days of receipt thereof. The failure by CONTRACTOR to provide such additional coverage shall constitute a default by CONTRACTOR and shall be grounds for termination of this Agreement by the COUNTY.

6.7 The CONTRACTOR shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, arising out of or related to the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

7. TERMINATION.

7.1 This Agreement may be terminated: (a) by the COUNTY, for any reason, upon thirty (30) days' prior written notice to the CONTRACTOR; or (b) by the CONTRACTOR, for any reason, upon thirty (30) days' prior written notice to the COUNTY; or (c) by the mutual Agreement of the parties; or d) as may otherwise be provided below. In the event of the termination of this Agreement, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

7.2 Termination for Cause The occurrence of any of the following shall constitute a default by CONTRACTOR and shall provide the COUNTY with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the COUNTY may have under this Contract or under law:

- (1) if in the COUNTY's opinion CONTRACTOR is improperly performing work or violating any provision(s) of the Contract Documents;
- (2) if CONTRACTOR neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;
- (3) if in the COUNTY's opinion CONTRACTOR's work is being unnecessarily delayed and will not be finished within the prescribed time;
- (4) if CONTRACTOR assigns this Contract or any money accruing thereon or approved thereon; or
- (5) if CONTRACTOR abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property.
- (6) CONTRACTOR submits a false invoice to the COUNTY.

7.3 COUNTY shall, before terminating the Contract for any of the foregoing reasons, notify CONTRACTOR in writing of the grounds for termination and provide CONTRACTOR with ten (10) calendar days to cure the default to the reasonable satisfaction of the COUNTY. If the CONTRACTOR fails to correct or cure within the time provided, COUNTY may terminate this Contract by notifying CONTRACTOR in writing. Upon receiving such notification, CONTRACTOR shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the COUNTY may authorize CONTRACTOR to restore any work sites.

7.4 The CONTRACTOR shall be liable for:

- (1) any new cost incurred by the COUNTY in soliciting bids or proposals for and letting a new contract;
- and
- (2) the difference between the cost of completing the new contract and the cost of completing this Contract;

(3) any court costs and attorney's fees associated with any lawsuit undertaken by COUNTY to enforce its rights herein.

7.5 Termination for Convenience COUNTY may at any time and for any reason terminate CONTRACTOR's services and work for COUNTY's convenience. Upon receipt of notice of such termination CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination Contractor shall be entitled to payment only as follows:

- (1) the actual cost of the work completed in conformity with this Contract and the specifications;
- plus,
- (2) such other costs actually incurred by CONTRACTOR as are permitted by the prime contract and approved by the COUNTY.

Contractor shall not be entitled to any other claim for compensation or damages against the County in the event of such termination.

7.6. TERMINIATION IN REGARDS TO F.S. 287.135: TERMINATION IN REGARDS TO F.S. 287.135: CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

COUNTY may terminate this Contract if CONTRACTOR is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

COUNTY may terminate this Contract if CONTRACTOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

8. MISCELLANEOUS PROVISIONS.

8.1 Independent Contractor. It is specifically understood and acknowledged by the parties hereto that the CONTRACTOR or employees or Subcontractors of the Contractor are in no way to be considered employees of the COUNTY, but are independent contractors performing solely under the terms of the Agreement and not otherwise.

8.2 Request for proposal. It is specifically understood and acknowledged by the parties hereto that all of the requirements set forth in the Request for proposal dated April 28, 2020 (including addenda __ through __) shall be incorporated herein.

8.3 Merger; Modification. Except as set forth in Section 8.2 above, this Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments,

agreements, or understandings of any nature whatsoever concerning the subject matter of the Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by the CONTRACTOR and the COUNTY.

8.4 Governing Law; Venue. This Agreement, including all attachments hereto, shall be construed according to the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

8.5 Remedies; No Waiver. All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity. Each right, power and remedy of the parties provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. The failure of either party to insist upon compliance by the other party with any obligation, or exercise any remedy, does not waive the right to so in the event of a continuing or subsequent delinquency or default. A party's waver of one or more defaults does not constitute a waver of any other delinquency or default. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own costs.

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

8.7 Availability of Funds. The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Indian River County.

8.8 No Pledge of Credit. The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.

8.9 Public Records. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

8.9.1 Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service.

8.9.2 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 Chapter 119 or as otherwise provided by law.

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

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

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

(772) 226-1424
publicrecords@ircgov.com
Indian River County Office of the County Attorney
1801 27th Street
Vero Beach, FL 32960

8.9.6 Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

8.10 Notices: Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served, as elected by the party giving such notice, by any of the following methods: (a) Hand delivery to the other party; (b) Delivery by commercial overnight courier service; or (c) Mailed by registered or certified mail (postage prepaid), return receipt requested at the addresses of the parties shown below:

County: Indian River County
Attn: John Boyer, P.E.
1801 27th Street
Vero Beach, FL 32960-3365

Contractor:

Notices shall be effective when received at the address as specified above. Facsimile transmission is acceptable notice effective when received, provided, however, that facsimile transmissions received (i.e., printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next day that is not a weekend day or a holiday. The original of the notice must additionally be mailed. Either party may change its address, for the purposes of this section, by written notice to the other party given in accordance with the provisions of this section.

8.11 Survival. Except as otherwise expressly provided herein, each obligation in this Agreement to be performed by CONTRACTOR shall survive the termination or expiration of this Agreement.

8.12 Construction. The headings of the sections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arm's-length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement

8.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute but one and the same instrument.

8.14 Sovereign Immunity. Nothing in this Agreement is intended to, or shall be interpreted to, constitute a waiver or limitation of the COUNTY's sovereign immunity.

This Agreement may be terminated: (a) by the COUNTY, for any reason, upon thirty (30) days' prior written notice to the CONTRACTOR; or (b) by the CONTRACTOR, for any reason, upon thirty (30) days' prior written notice to the COUNTY; or (c) by the mutual Agreement of the parties; or d) as may otherwise be provided below. In the event of the termination of this Agreement, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

9. FEDERAL CLAUSES

9.1 COUNTY and CONTRACTOR will adhere to the following, as applicable to this work [delete any clauses that are not applicable]:

9.2 Equal Employment Opportunity During the performance of this contract, the contractor agrees as follows:

9.2.1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

9.2.2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

9.2.3 The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

9.2.4 The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

9.2.5 The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

9.2.6 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

9.2.7 The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

9.3 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

9.3.1 Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in

conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

9.3.2 Withholding. COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the COUNTY may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

9.3.3 Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Emergency Management Agency (FEMA) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to FEMA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to FEMA if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to FEMA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

9.3.4 Apprentices and trainees—(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid

fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

9.3.5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

9.3.6 Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

9.3.7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

9.3.8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9.3.9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

9.3.10 Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

9.4 Copeland "Anti-Kickback" Act.

9.4.1 Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

9.4.2 Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

9.4.3 Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

9.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

9.5.1 Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

9.5.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

9.5.3 Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

9.5.4 Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

9.6 Clean Air Act

9.6.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

9.6.2 The contractor agrees to report each violation to the County, and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9.6.3 The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

9.7 Federal Water Pollution Control Act:

9.7.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

9.7.2 The contractor agrees to report each violation to the County, and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9.7.3 The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

9.8 Energy Policy and Conservation Act

9.8.1 The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

9.9 Debarment and Suspension

9.9.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

9.9.2 The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

9.9.3 This certification is a material representation of fact relied upon by Indian River County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and Indian River County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

9.9.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.10. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended))

9.10.1 Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

9.11 Procurement of Recycled/Recovered Materials

9.11.1 In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

9.11.2 Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

9.12. Access to Records

9.12.1 The contractor agrees to provide Indian River County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

9.12.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

9.12.3 The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

9.13 DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

9.14 Compliance with Federal Law, Regulations, and Executive Orders CONTRACTOR acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9.15 No Obligation by Federal Government The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

9.16 Program Fraud and False or Fraudulent Statements or Related Act The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

9.17 Affirmative Steps CONTRACTOR shall take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

(2) Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

(5) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to COUNTY and CONTRACTOR. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 20__ (the date the Agreement is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

COUNTY:

CONTRACTOR:

INDIAN RIVER COUNTY _____

By: _____
Susan Adams, Chairman

By: _____
(Contractor)

By: _____
Jason E. Brown, County Administrator

(CORPORATE SEAL)

Attest _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Dylan Reingold, County Attorney

Address for giving notices:

Jeffrey R. Smith, Clerk of Court and Comptroller

License No. _____
(Where applicable)

Attest: _____
Deputy Clerk

(SEAL)

Agent for service of process: _____

Designated Representative:

Name:
Title:
Address:
Phone
Email

Designated Representative:

Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Sample Work Authorization

WORK AUTHORIZATION ANNUAL LABOR CONTRACT – 2020039

DATE OF ISSUANCE: _____

EFFECTIVE DATE: _____

OWNER: Indian River County

CONTRACTOR: _____

CONTRACT: Indian River County Department of Utility Services 2020 Labor Contract

PROJECT: _____

COUNTY UTILITY PROJECT No: _____ CONTRACTOR'S PROJECT NO.: _____

COUNTY WIP. No: _____

You are directed to proceed promptly with the following work:

Description: _____

Purpose of Work Authorization Directive: _____

Attachments: (List documents supporting work) _____

Method of determining Contract Price:

- Unit Prices: Bid Items as established pursuant to RFP No. 2020039, and awarded by the Board of County Commissioners
- Lump Sum
- Cost of the Work

The Cost of Labor, Contingency and Contract Time is summarized below:

Estimated Labor Cost =	\$ _____
Estimated Material Cost =	\$ _____
Estimated Total Cost =	\$ _____

<p style="text-align: center;">ACCEPTED:</p> <p>By: _____ Labor Contractor</p> <p>Date: _____</p>	<p style="text-align: center;">RECOMMENDED:</p> <p>By: _____ John Boyer, P.E. Utilities Engineer</p> <p>Date: _____</p>	<p style="text-align: center;">APPROVED:</p> <p>By: _____ Vincent Burke, P.E. Director of Utility Services</p> <p>Date: _____</p>
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Attachment A – Summary of Bid Items



INDIAN RIVER COUNTY

Department of Utility Services

2020 Labor Contract

BID #2020039

Attachment "A"

Summary of Bid Items

For

Water, Wastewater & Reuse Water Construction and Repairs

Emergency & Non-Emergency Work

**Indian River County Department of Utility Services
2020 Labor Contract
BID #2020039**

**Attachment "A"
Summary of Bid Items**

SCOPE AND INTENT:

The Work (Project) consists of furnishing all labor, material, equipment and sub- contractors for various potable water and wastewater, including reclaimed water, system improvements at various locations and as specified in Indian River County Department of Utility Services (IRCDUS)'s Work Orders issued throughout the life of the Contract. The work may include after-hours work and emergency type work as defined in the Contract documents. It is the intent of IRCDUS to obtain complete and working installations under this Contract and any items of labor, materials, equipment and sub-contractors that may reasonably be assumed as necessary to accomplish this shall be supplied whether or not they are specifically stated herein. All work shall conform and follow the IRCDUS Utility Construction Standards, latest edition. All products used shall be taken from the IRCDUS Approved Products List (APL) where applicable.

An IRCDUS Work Order shall be issued in the form of a Purchase Order and will consist of written documentation of the work necessary, per plans, specification and/or as directed by IRCDUS staff. We anticipate multiple Work Orders throughout the life of the contract and each work order will have its own scope of work. The Contractor shall provide a quote for the work requested, based on the unit prices provided by this contract, prior to commencement of work. The IRCDUS Task Order shall also identify the Engineer of Record and appropriate project manager.

END OF SECTION

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3.1 BID ITEMS

General

The Bid Schedule for this Bid includes columns for “Material” prices, “Installed” prices, which is Labor only prices and “Total” prices which is material and installed price combined. The IRCDUS may choose to purchase materials and have them delivered to the project. If IRCDUS chooses to accept the “Installed” price and furnish the materials, payment descriptions for the items in this section shall include all of the items described except for IRCDUS-supplied materials.

The Bid Schedule also includes a section for time, materials and subcontractors that may be required to complete construction and that does not have an individual line item to address.

Bid Item A1 - Mobilization

Measurement The quantity for payment shall be per event (emergency or non-emergency) not due to a construction project the contractor is working on or during that warranty period.

Payment Payment of the applicable unit price per each shall be full compensation for movement of personnel, equipment, materials, supplies, and incidentals to the project, safety equipment, etc. required to complete the work in accordance with the contract documents.

Bid Item A2 – Temporary Traffic Control

Measurement The quantity for payment shall be based upon the horizontal length of temporary traffic control installation.

Payment Payment of the applicable unit price per linear foot shall be full compensation for all cones, barrels, sign boards, and all other devices, and flagmen necessary to control traffic in the work area in accordance with FDOT Standard Specifications and Design Standards (Index 600 Series).

Bid Item A3 – Video Documentation

Measurement The quantity for payment shall be based upon the horizontal length of the video documented area as determined by the IRCDUS Engineer.

Payment Payment of the applicable unit price per linear foot shall be full compensation for Video Documentation Services for the work area prior to and/or after construction. A DVD or other media form of the video image will be provided to the County.

Bid Item A4 – Water Main - PVC

Measurement The quantity for payment shall be the actual number of feet of pipe of each size and material satisfactorily furnished and laid, as measured along the length of the centerline of the completed pipeline, without deduction for the length of valves and fittings.

Payment Payment of the applicable unit price per linear foot shall be full compensation for furnishing all plant, labor, materials and equipment, and constructing the main complete, including all testing, including density testing and sampling. No separate payment will be made for detector wires

and locate/detector tape required to be installed with buried pipes.

Bid Items A5 & A6 – Water Main (Cement Lined) or Sewer Main (Epoxy Lined) - DIP

Measurement The quantity for payment shall be the actual number of feet of pipe of each size and material satisfactorily furnished and laid, as measured along the length of the centerline of the completed pipeline, without deduction for the length of valves and fittings.

Payment Payment of the applicable unit price per linear foot shall be full compensation for furnishing all plant, labor, materials and equipment, and constructing the main complete, including all testing, including density testing, and sampling. No separate payment will be made for detector wires and locate/detector tape required to be installed with buried pipes.

Bid Items A7 & A8 – PVC Gravity Main

Measurement The quantity for payment shall be the actual number of feet of pipe of each size and depth satisfactorily furnished and laid, as measured horizontally along the length of the centerline of the completed pipeline from center to center of manholes or to cleanouts or end of pipes, without deduction for manholes, fittings, or structures.

The depth of gravity sewer lines will be measured from the level of the average original ground or pavement over the centerline of the sewer to the invert of the sewer.

Payment Payment of the applicable unit price per linear foot shall be full compensation for furnishing all plant, labor, materials and equipment, and constructing the gravity sewer main complete, including all base rock and necessary ground water pumping (excluding well point systems).

Cost Credit Cost credit option pertains to construction tasks where the existing gravity sewer main is being removed and replaced, in the same trench, with a new sanitary sewer main of like size. When this occurs, a credit shall be applied, per linear foot of pipe, for that portion of the excavation that does not occur as a part of this bid item.

Bid Item A9 – Connect to Existing Pipe (<12")

This line item will include restraining the existing mains, sleeves, and couplings, in accordance with the plans, IRCDUS specifications, contract documents, and or governing regulatory agencies requirements.

Measurement The quantity for payment will be the number of connections of each size satisfactorily connected and completed.

Payment Payment of the applicable unit price for each connect to existing pipe shall be full compensation for furnishing all labor, materials, equipment and installing the connection to existing pipe complete and in place at connection point, etc.

Bid Item A10 – Precast Concrete Manholes-Lined

Measurement The base item for measurement under this pay item will be considered as a structure consisting of a bottom slab, walls, a top unit with a frame and cover with rain guard, necessary fittings, lining and appurtenances for connecting pipes.

Measurement of total depth will be made in feet and tenths of feet from the invert of the lowest pipe invert to the top of the cover. The quantity for payment of the basic manhole unit will be the actual number of manholes of each size and type satisfactorily constructed.

Payment Payment for constructing manholes will be made at the unit price listed in the Bid for each size and type of basic structure at the stage of depth listed. Such price and payment shall be full compensation for furnishing all plant, labor, materials and equipment, and constructing the manhole complete with foundation, frame and cover, connections, base rock, gravity sewer main boot/adapter at wall penetrations, and coatings. Manhole ring and cover shall be furnished with rain guard, including any concrete riser rings necessary to satisfactorily match or meet surrounding grades.

Bid Item A11 – Precast Concrete Manholes-Unlined after setting

Note: In some emergency cases a lined manhole may not be available. It is at the County’s discretion if and when to use these manholes. The bid item shall include spraying on an acceptable coating as described in the APL.

Measurement The base item for measurement under this pay item will be considered as a structure consisting of a bottom slab, walls, a top unit with a frame and cover with rain guard, necessary fittings, and appurtenances for connecting pipes.

Measurement of total depth will be made in feet and tenths of feet from the invert of the lowest pipe invert to the top of the cover. The quantity for payment of the basic manhole unit will be the actual number of manholes of each size and type satisfactorily constructed.

Payment Payment for constructing manholes will be made at the unit price listed in the Bid for each size and type of basic structure at the stage of depth listed. Such price and payment shall be full compensation for furnishing all plant, labor, materials and equipment, and constructing the manhole complete with foundation, frame and cover, connections, base rock, gravity sewer main boot/adapter at wall penetrations, and coatings. Manhole ring and cover shall be furnished with rain guard, including any concrete riser rings necessary to satisfactorily match or meet surrounding grades.

Bid Items A12 & A13 - Mechanical Joint Bell Restraints (PVC and Ductile Iron)

Measurement The quantity for payment will be the number of mechanical joint bell restraints of each size satisfactorily furnished and installed.

Payment Payment of the applicable unit price for each mechanical joint bell restraint shall be full compensation for furnishing all plant, labor, materials, equipment and installing the mechanical joint restraints complete and in place at pipe bell ends, etc.

Bid Items A14 & A15 – Interior Cement Lined Ductile Iron Fittings (Standard and Fusion Bonded Epoxy Exterior Coating)

Measurement The quantity for payment will be the actual weight of fittings satisfactorily furnished and

installed, excluding the mechanical joint restraints and all other hardware associated with the fitting.

Payment Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials, equipment and installing the fittings complete with connections. If installing Fusion Bonded Epoxy fittings, associated hardware shall be made of 316 Stainless Steel.

Bid Item A16 – Interior Epoxy Lined Ductile Iron Fittings (Standard)

Measurement The quantity for payment will be the actual weight of fittings satisfactorily furnished and installed, excluding the mechanical joint restraints and all other hardware associated with the fitting.

Payment Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials, equipment and installing the fittings complete with connections.

Bid Items A17 & A18 – Fitting Restraints

Measurement The quantity for payment will be the number of individual fitting restraints of each size satisfactorily furnished and installed.

Payment Payment of the applicable unit price for each fitting restraint shall be full compensation for furnishing all plant, labor, materials, equipment, and installing the fitting restraint complete at all applicable locations as required by design.

Bid Item A19 - Tapping Sleeve and Valve

Measurement The quantity for payment will be the number of tapping sleeves and tapping valves of each size satisfactorily furnished and installed.

Payment Payment of the applicable unit price for each tapping sleeve and valve shall be full compensation for furnishing all plant, labor, materials, sub-contractors and equipment for installing the sleeve and the valve, testing the sleeve, making the tap, complete with box, cover, concrete pad, colored reflectors, locate wire box and valve information marker

Bid Item A20 – Resilient Seat Gate Valve Assemblies

Measurement The quantity for payment will be the number of gate valves of each size satisfactorily furnished and installed.

Payment Payment of the applicable unit price for each valve shall be full compensation for furnishing all plant, labor, materials, equipment and installing the valve complete with box, cover, concrete pad, colored reflectors, locate wire box, valve information marker and mechanical joint restraints.

Bid Item A21 – Eccentric Plug Valve Assemblies

Measurement The quantity for payment will be the number of eccentric plug valves of each size satisfactorily furnished and installed.

Payment Payment of the applicable unit price for each valve shall be full compensation for furnishing all labor, materials, equipment and installing the valve complete with box, cover, concrete pad, colored reflectors, locate wire box, valve information marker and mechanical joint restraints.

Bid Item A22– Butterfly Valve Assemblies

Measurement The quantity for payment will be the number of butterfly valves of each size satisfactorily furnished and installed.

Payment Payment of the applicable unit price for each valve shall be full compensation for furnishing all labor, materials, equipment and installing the valve complete with box, cover, concrete pad, colored reflectors, locate wire box, valve information marker, extension stem and mechanical joint restraints.

Bid Item A23 – Ball Valve Assemblies

Measurement The quantity for payment will be the number of ball valves of each size satisfactorily furnished and installed.

Payment Payment of the applicable unit price for each valve shall be full compensation for furnishing all labor, materials, equipment and installing the valve complete with box, cover, concrete pad, colored reflectors, locate wire box, valve information marker, extension stem and mechanical joint restraints.

Bid Item A24 – Check Valve Assemblies

Measurement The quantity for payment will be the number of check valves of each size satisfactorily furnished and installed.

Payment Payment of the applicable unit price for each valve shall be full compensation for furnishing all labor, materials, equipment and installing the valve complete.

Bid Items A25 & A 26 – Sanitary Sewer Services (Constructed with new gravity sewer)

Measurement The quantity for payment will be the number of sanitary sewer service connections satisfactorily furnished and installed.

Payment Payment of the applicable unit price for each service type at the stage of depth listed in the Contract Documents and a connection length not to exceed 30'. Any lateral longer than 30', the Contractor shall be paid for additional footage of pipe at the standard price defined in the Bid. Payment shall be full compensation for furnishing all plant, labor, materials, equipment and installing the service connections complete with service tap, double or single wye branch, plug, cleanout complete including ring and cover, concrete pad and ball marker.

Bid Items A27 & A28 – Sanitary Sewer Services (Constructed on existing sewer lines and to existing sewer lines that have been lined)

Measurement The quantity for payment will be the number of sanitary sewer service connections satisfactorily furnished and installed.

For previously lined sewer mains, installing new services shall include removing old pipe to expose liner, cutting liner using service saddle as a template, applying one tube of acceptable Sealant between liner and saddle, installing service saddle and any stone or cement required by the IRCDUS. See IRCDUS Specifications for additional details.

Payment Payment of the applicable unit price for each service type at the stage of depth listed in the Bid and a connection length not to exceed 30'. Any lateral longer than 30', the contractor shall be paid for additional footage of pipe at the standard price defined in the Bid. Payment shall be full compensation for furnishing all plant, labor, materials, equipment and installing the service connections complete with service tap, saddle, up to two (2) additional sanitary sewer fittings, plug, cleanout complete with concrete pad, ring and cover, ball marker, and connection to the existing service lateral upstream of the cleanout.

Bid Item A29 – Sanitary Sewer Cleanouts (to existing sanitary sewer laterals)

Measurement The quantity for payment will be the number of sanitary sewer service cleanouts satisfactorily furnished and installed.

Payment Payment will be made at the contract unit price for each size and stage of depth listed in the Bid. Payment shall be full compensation for furnishing all plant, labor, materials, equipment and installing the cleanout complete with wye branch, bend, pipe, cleanout complete with concrete pad, ring and cover, ball marker and connection to existing service lateral upstream of cleanout.

Bid Item A30– Cleanout Ring and Cover (for sanitary sewer cleanouts)

Measurement The quantity for payment will be the number of cleanout ring and covers satisfactorily furnished and installed.

Payment Payment of the applicable unit price for each cleanout ring and cover shall be full compensation for furnishing all plant, labor, materials, equipment for installing the cleanout ring and cover to finish grade complete with ring and cover, rebar and 24" x 24" x 6" concrete pad.

Bid Items A31 & A32 - Water Services (Constructed in conjunction with water main)

Measurement The quantity for payment shall be the number of service connections of each size and length satisfactorily furnished and installed.

Payment Payment will be made at the Contract Unit Price for each size and length of service connection, and shall be full compensation for furnishing all plant, labor, materials and equipment for installing the service connections complete with tap, double strap saddle, corporation stops, PVC casing, including boring, polyethylene service tubing, meter valves, meter box, marker ball and locator wire.

Bid Items A33, A34, & A35 - Water Services (Constructed on existing water main)

Measurement The quantity for payment shall be the number of service connections of each size and length satisfactorily furnished and installed.

Payment Payment will be made at the Contract Unit Price for each size and length of service connection on existing mains up to six (6) inches in diameter, and shall be full compensation for furnishing all plant, labor, materials and equipment for installing the service connections complete with double strap saddle, corporation stops, PVC casing, including boring, polyethylene service tubing, meter valves, meter box, locator wire, marker ball and connection to existing water service line after meter.

Bid Item A36 - Water Service Saddle Size Adjustment (Constructed on existing water main)

Measurement The quantity for payment shall be the number of water service saddles satisfactorily

furnished and installed on existing water mains larger than six (6) inches.

Payment Payment will be made at the Contract Unit Price for the difference in cost between each size saddle for mains larger than six-inch and the base price for six-inch service saddle, and shall be ADDED to the Bid amount from item A31 – A35. All plant, labor, materials and equipment for installing the service connections complete with double strap saddle, corporation stops, PVC casing, including boring, polyethylene service tubing, meter valves, meter box, marker ball and locator wire, and connection to existing water service line after meter are covered in separate bid item.

Bid Item A37 - Blow-Off Assembly

Measurement The quantity for payment shall be the actual number of blow-off assemblies satisfactorily furnished and installed.

Payment Payment of the applicable unit price for each blow-off assembly shall be full compensation for furnishing all plant, labor, material, and equipment and installing the blow-off assemblies complete with thrust restraint, mechanical joint tapped plug/cap, pipe and fittings, brass valves, plug, concrete pad and meter/blow-off box.

Bid Items A38 & A39 – Fire Hydrant Assembly and extension

Measurement The quantity for payment shall be the actual number of fire hydrant assemblies and each extension satisfactorily furnished and installed.

Payment Payment of the applicable unit price for each fire hydrant assembly shall be full compensation for furnishing all plant, labor, materials and equipment and installing the hydrant assemblies complete with fire hydrant, auxiliary valve and box, locate wire box, valve information marker, extension, hydrant tee or tapping saddle (with tap), pipe between the main (max horizontal distance twenty feet) and the hydrant (up to five vertical feet from base bend to breakable flange) mechanical restraints, flow test and concrete pad. Any hydrant lateral longer than 20', the Contractor shall be paid for additional footage of pipe at the standard price defined in the Bid.

Bid Items A40 & A41 - Bacteriological Sample Point (sample point on main or sample point using a water service line or fire hydrant)

Measurement The quantity for payment shall be the actual number of bacteriologic sample points satisfactorily furnished, installed, and sampled.

Payment Payment of the applicable unit price for each bacteriologic sample point shall be full compensation for furnishing all plant, labor, materials and equipment and installing the bacteriologic sample points complete with double strap saddle, corporation stop, service pipe, curb stop with bushing and marker and/or connection to an existing water service or hydrant for purposes of sampling and bacteriological analyses with report. Payment shall include removal of the sample points upon satisfactory testing reports and record drawing submittal to the IRCDUS, prior to the sixty -day expiration date.

No extra payment will be made for obtaining the satisfactory samples and test results. Extra payment will not be made to resample the main because the record drawings are not submitted within five (5) days after the first sample is taken.

Bid Item A42 – 2” Manual Air Release Valve

Measurement The quantity for payment will be the number of manual air release valves of each size satisfactorily furnished and installed.

Payment Payment of the applicable unit price for each air release valve shall be full compensation for furnishing all plant, labor, materials, equipment and installing the double strap saddle, brass valves, pipe and fittings, plug, concrete pad and meter/blow-off box.

Bid Item A43– 2” Automatic Air Release Valve

Measurement The quantity for payment will be the number of automatic air release valves of each size satisfactorily furnished and installed.

Payment Payment of the applicable unit price for each air release valve shall be full compensation for furnishing all plant, labor, materials, equipment and installing the double strap saddle, brass valves, pipe and fittings, plug, concrete pad and meter/blow-off box.

Bid Item A44 – Dewatering

Measurement The quantity for payment will be the actual number of feet satisfactorily dewatered.

Payment Payment of the applicable unit price for per linear foot of well point system shall be full compensation for furnishing all plant, labor, materials, and equipment to satisfactorily dewater the length and depth required by use of a single header system. Payment will NOT be based upon or vary for the amount of time the dewatering is required.

Bid Item A45 – Remove Pressure Pipe

Measurement The quantity for payment shall be the actual number of linear feet for each size of existing pressure pipe properly excavated, removed, and disposed of. Density testing shall be required for backfilling and included in unit price.

Payment Payment will be at the respective contract unit price and shall be full compensation for all material, labor, equipment, transportation, and disposal fees necessary to perform the work.

Cost Credit Cost credit option pertains to construction tasks where the pressure pipe is being removed and replaced, in the same trench, with a new pressure pipe. When this occurs, a credit shall be applied, per linear foot of pipe, for that portion of the excavation/backfilling/density testing that is already included with the new pipe installation.

Bid Item A46 – Grout and Abandon Pressure Pipe

Measurement The quantity for payment shall be the actual number of linear feet for each size of existing pressure pipe properly capped and filled with grout in a manner sufficient to ensure there are no significant voids.

Payment Payment will be at the respective contract unit price and shall be full compensation for all material, labor, and equipment necessary to perform the work.

Bid Item A47 – Remove Sanitary Sewer Main

Measurement The quantity for payment shall be the actual number of linear feet for each size of existing sanitary sewer main properly excavated, removed, and disposed of. Density testing shall be required for backfilling and shall be included in unit price. Measurement at manholes will be to the center of the manhole.

Payment Payment will be at the respective contract unit price and shall be full compensation for all material, labor, equipment, transportation, and disposal fees necessary to perform the work.

Cost Credit Cost credit option pertains to construction tasks where the existing gravity sewer main is being removed and replaced, in the same trench, with a new sanitary sewer main of like size. When this occurs, a credit shall be applied, per linear foot of pipe, for that portion of the backfilling, compaction and density testing that does not occur as a part of this bid item.

Bid Item A48 – Grout and Abandon Sanitary Sewer Main

Measurement The quantity for payment shall be the actual number of linear feet for each size of existing sanitary sewer main properly capped and filled with grout in a manner sufficient to ensure there are no significant voids.

Payment Payment will be at the respective contract unit price and shall be full compensation for all material, labor, and equipment necessary to perform the work.

Bid Item A49 – Remove Sanitary Sewer Manhole

Measurement The quantity for payment shall be the actual number of existing manholes removed and properly disposed of. All voids shall be filled and density testing shall be required for backfilling and shall be included in the unit price.

Payment Payment will be at the respective contract unit price and shall be full compensation for all material, labor, equipment, transportation, and disposal fees necessary to perform the work.

Bid Item A50 – Outside Drop on Manhole

Measurement The base item for measurement under this pay item will be considered as a structure of the form work, rebar, piping, concrete, and appurtenances for connecting piping.

Payment Payment for constructing outside drops on manholes will be made at the applicable unit price listed at the corresponding stage of depth. Such price and payment shall be for furnishing all plant, labor, materials, equipment, and incidentals required to install/construct the outside drop. Density testing shall be required for backfilling and shall be included in the unit price.

Bid Item A51 – Remove and Replace Fire Hydrant

Measurement The quantity for payment shall be the actual number of hydrants removed, disposed of, and replaced from existing hydrant valve to hydrant location. Density testing shall be required for backfilling and shall be included in unit price.

Payment Payment will be at the respective contract unit price and shall be full compensation for all material, labor, equipment, transportation, and disposal fees necessary to perform the work.

Bid Item A52 – 2” Jumper Connection

Measurement The base item for measurement under this pay item will be considered as a actual number of 2” Jumper connections installed.

Payment Payment for 2” jumper connection will be made at the applicable unit price listed in the bid schedule. Such price and payment shall be for furnishing all plant, labor, materials, equipment, to construct and remove a temporary jumper connection from the existing water main/fire hydrant to the proposed water main, including but not limited to, service saddles, corporation stops, valves, gauges, pipes, reducers, water for filling and testing, and supports in accordance with the plans, contract documents and/or governing regulatory agencies requirements.

Bid Item A53 – Asbestos Pipe Abatement

Measurement The base item for measurement under this pay item will be considered the actual quantity furnished and installed including permits, asbestos abatement by licensed asbestos abatement contractor with certified workers, legal disposal and worker protection, in accordance with applicable OSHA standards and contract documents.

Payment Payment for Asbestos Pipe Abatement will be made at the applicable unit price listed in the bid schedule. Such price and payment shall be for furnishing all plant, labor, materials, equipment, to abate and remove each size pipe as shown in the contract documents.

Bid Item A54 – Root Barrier

Measurement The base item for measurement under this pay item will be considered the linear feet furnished and installed in accordance with the contract documents.

Payment Payment for root barrier shall be full compensation for all materials, equipment and labor required for installation of root barrier as shown in the Contract Documents.

Bid Item A55 – Utility Pole Support

Measurement The base item for measurement under this pay item will be considered the actual quantity of poles supported in accordance with the Contract Documents.

Payment Payment for utility pole support shall be full compensation for all materials, equipment and labor required for utility pole support as shown in the Contract Documents.

Bid Item A56– Remove and Reinstall Trees

Measurement The base item for measurement under this pay item will be actual quantity of trees removed and reinstalled in accordance with the contract documents

Payment Payment for remove and reinstall trees shall be full compensation for all materials, equipment, labor, finish grading, landscaping grading, general site clean-up, irrigation and fertilization.

Bid Item A57 – PVC Casing Pipe for Driveways

Measurement The quantity for payment shall be the actual number of feet of pipe of each size and material satisfactorily furnished and laid, as measured along the length of the centerline of the completed pipe.

Payment Payment of the applicable unit price per linear foot shall be full compensation for furnishing all plant, labor, materials and equipment, and constructing the casing pipe complete. All testing, including density testing shall be done under the pipe quantity to be cased.

Bid Item A58 – Steel Casing Pipe

Measurement The quantity for payment shall be the actual number of feet of pipe of each size and material satisfactorily furnished and laid, as measured along the length of the centerline of the completed pipe.

Payment Payment of the applicable unit price per linear foot shall be full compensation for furnishing all plant, labor, materials and equipment, and constructing the casing pipe complete. All testing, including density testing shall be done under the pipe quantity to be cased.

END OF SECTION

SECTION B: Restoration

Bid Item B1 - Pavement Repair and Replacement

General For purposes of payment, pavement classification will be based on the type of surface, or, if special details are shown, in accordance with the details.

Curbs shall be constructed per FDOT standard index and curb and gutter systems.

Measurement

Area The quantity for payment when the unit used is a unit of area shall be the actual area of pavement, pavement components or other items satisfactorily replaced within the following limits:

The length used in the computations shall be the actual length as measured on the completed surface along the centerline of the pipeline.

The width used in the computation shall be the actual width of pavement replaced in accordance with the governing jurisdictions code: County or FDOT.

Length The quantity to be paid for when the unit used is a unit of length shall be the actual length satisfactorily replaced as measured along the surface of the item within the following limits:

For Items Crossing the Trench The length shall be the actual length replaced each side of the pipeline but not more than one-half the nominal inside diameter of the pipe plus one foot plus a distance equal to the depth of the bottom of the pipe barrel below the surface at the centerline of the pipe. Where this limitation will result in a length of curb between the limit noted and the next expansion or construction joint in the curb of less than five feet, the limit will be extended to the next expansion or construction joint.

For Items Parallel to or Along the Trench Measurement for payment will be made only for curbs or other items which fall wholly or partially within the distance from the centerline of the pipeline described above.

Payment Payment will be made at the applicable unit price per square yard or linear foot for the actual quantity of each standard yard satisfactorily replaced. A Standard Yard shall include 12" of rock, 2" of S-1 Asphalt, and 1" of S-3 Asphalt. Any additional S-3 Asphalt will be paid by the ton at the price defined by the unit price and payment shall be full compensation for furnishing all plant, labor, materials, equipment and incidentals and constructing the applicable item.

Bid Item B2 – Milling Asphalt

Measurement The base item for measurement for this item will be based upon the actual quantity milled in accordance with the requirements of the Contract Documents. The typical section to be provided under this contract is a 100-foot long by 20-foot wide and at least 1-1/2" thick section on arterial roads.

Payment Payment for this item shall include cleaning of streets, removal of excess material, barricades and traffic control and all work as shown on the Contract Drawings and specifications.

Bid Item B3 – Coquina Rock Base

Measurement The quantity for payment shall be the actual cubic yards of material, satisfactorily installed/replaced, measured along the centerline of the trench to a maximum width of the sum of the nominal inside diameter of the pipe, plus two feet, plus two times the depth of the bottom of the pipe barrel times the average depth below the surface at the centerline of the pipe. All additional material shall be replaced by Contractor at his own expense.

Payment Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials, equipment and installing/replacing material as shown, directed or specified.

Bid Item B4 – Flowable Fill

General Furnish and place flowable fill as an alternative to compacted soil as approved by the IRCDUS Engineer. Material shall conform to Section 121, FDOT Standard Specifications for Roadway and Bridge Design, and be either "excavatable" or "non-excavatable."

Measurement The quantity for payment shall be the actual cubic yards of material satisfactorily installed.

Payment Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials, equipment and installing material as shown, directed or specified.

Bid Item B5 – Miscellaneous Materials

Measurement The quantity for payment shall be the actual cubic yards of material, all types, satisfactorily installed/replaced, measured along the centerline of the trench to a maximum width of the sum of the nominal inside diameter of the pipe, plus two feet, plus two times the depth of the bottom of the pipe barrel times the average depth below the surface at the centerline of the pipe. All additional material shall be replaced by Contractor at his own expense. For applications other than pipe backfilling, the quantity for payment shall be the actual cubic yards of material delivered and placed (Truck measure or receipt).

Payment Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials, equipment and installing/replacing material as shown, directed or specified, including proper (specified) compaction.

Bid Item B6 - Sod Replacement

Measurement The quantity for payment shall be the actual number of square yards of sod, all types, satisfactorily replaced. Sod shall be measured along the centerline of the trench to a maximum width of the sum of the nominal inside diameter of the pipe, plus two feet, plus two times the depth of the bottom of the pipe barrel below the surface at the centerline of the pipe. All additional sod shall be replaced by Contractor at his own expense, unless work outside the trench area was necessary and authorized by City. If the City approves sod replacement outside the standard trench area, measurement for such shall be in square yards.

Payment Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials, equipment and replacing sod as shown directed or specified. This item also includes preparing final grading, installing any top soil for sod growth, mowing; and watering until sod has been established.

Bid Item B7 - Seed and Mulch

Measurement The quantity for payment shall be the actual number of square yards of seed and mulch satisfactorily placed. Measured along the centerline of the trench to a maximum width of the sum of the nominal inside diameter of the pipe, plus two feet, plus two times the depth of the bottom of the pipe barrel below the surface at the centerline of the pipe. All additional seed and mulch shall be replaced by the Contractor at his own expense, unless work outside the trench area was necessary and authorized by City. If the City approves seed and mulch placement outside the standard trench area, measurement for such shall be in square yards.

Payment Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment and seeding and mulching, mowing and watering until established as directed and specified.

Bid Item B8 – Mailbox Removal and Reinstallation

Measurement The quantity for payment shall be based upon the number removed and reinstalled back to the permanent location and in the condition prior to construction. Mailboxes shall not be measured more than once.

Payment Payment of the item shall be unit price of each

Bid Item B9 – Sprinkler System Repair per yard

Measurement The quantity for payment shall be based upon the of yards in which the sprinkler system needed repair as a result of the project construction. Yards will not be measured more than once.

Payment Payment of the item shall be unit price of each and shall include all labor, materials and equipment to complete in accordance with the contract documents.

Bid Item B10 – Handicap Ramp Restoration

Measurement The quantity for payment shall be based upon the number of handicap ramps restored to operational condition.

Payment Payment of the item shall be unit price each and shall include all labor, materials and equipment to complete in accordance with the contract documents.

END OF SECTION

SECTION C: High Density Polyethylene Piping & Horizontal Directional Boring

Bid Item C1 – High Density Polyethylene Pipe (HDPE) – Trench Installation

Measurement The quantity for payment shall be the actual number of feet of HDPE satisfactorily installed via conventional trenching at the various sizes listed in the Bid, as measured by the horizontal length of pipe installed.

Payment Payment of the applicable unit price for each lineal foot of HDPE pipe conventionally trenched shall be full compensation for furnishing all plant, labor, materials and equipment required to install the piping.

Bid Item C2 – Horizontal Directional Boring (HDPE) – Horizontal Directional Drill (HDD) Installation

Measurement The quantity for payment shall be the actual number of feet of directional bore pipe satisfactorily installed at various sizes listed in the Bid, as measured by the length of boring rods used to install the bore (10-foot increments).

Payment Payment of the applicable unit price for each lineal foot of directional bore shall be full compensation for furnishing all plant, labor, materials and equipment required to install the directional bore. Protruding ends of the directional bore shall not be cut off, but shall be trenched down to the main installation grade and connected to the main with appropriate transition fittings or MJ adapters. All appurtenances, including drilling mud and mud disposal, shall be included.

Bid Item C3 – Horizontal Directional Drilled - PVC Driveway Bores

Measurement The quantity for payment will be the actual number of Horizontally Directional Drilled PVC Driveway Bores of each size satisfactorily installed.

Payment Payment of the applicable unit price will be for each sized Horizontally Directional Drilled PVC Driveway Bores successfully installed and shall include full compensation for furnishing all plant, labor, materials and equipment. All appurtenances, including drilling mud, mud disposal and PVC bore tie-ins, shall be included.

END OF SECTION

SECTION D: Time and Material Rates

To be used on Time & Material task orders only. A scope of work and budget cost must be approved by IRCBUS prior to commencement. A not to exceed amount will be determined by the County for projects eligible for FEMA Disaster Assistance.

Bid Item D1 - Equipment Hourly Rates

Measurement The quantity for payment shall be the actual number of hours of each type of equipment used in performance of time and expense task orders.

Payment Payment of the applicable unit price per hour shall be full compensation for furnishing and using the equipment in performance of the work including extra power, fuel, lubricant, water and special services.

Bid Item D2 - Crew Hourly Rates

Measurement The quantity for payment shall be the actual number of hours of each crew man, foreman or supervisor used in performance of time and material task orders. It will also include a unit price per hour for a 3-man crew with one supervisor, a 4-man crew with one supervisor and 5-man crew with one supervisor.

Payment Payment of the applicable unit price per hour shall be full compensation for all payroll cost of the workers including workers compensation, insurance and claim deductibles.

Bid Item D3 - Overtime Crew Hourly Rates

Measurement The quantity for payment shall be the actual number of overtime hours of each crewman, foreman, or supervisor used in performance of time and material task orders. It will also include a unit price per hour for a 3-man crew with one supervisor, a 4-man crew with one supervisor and 5-man crew with one supervisor. Overtime is defined as those hours exceeding an eight-hour work shift and are generally between the hours of 4 P.M. and 10 P.M.

Payment Payment of the applicable unit price per hour shall be full compensation for all payroll cost of the workers including workers compensation, insurance and claim deductibles.

Bid Item D4 - Nightly Crew Hourly Rates

Measurement The quantity for payment shall be the actual number of nightly hours of each crew man, foreman, or supervisor used in performance of time and material task orders. It will also include a unit price per hour for a 3-man crew with one supervisor, a 4-man crew with one supervisor and 5-man crew with one supervisor. Nightly hours are defined as those hours between 10 P.M. and 6 A.M.

Payment Payment of the applicable unit price per hour shall be full compensation for all payroll cost of the workers including workers compensation, insurance and claim deductibles.

END OF SECTION

SECTION E: MISC. MATERIALS, LABOR AND SUBCONTRACTORS

This section is for situations in which the construction project and/or emergency situation requires an item and/or services not specifically covered in the above referenced. The Contractor will have an opportunity to provide these items based on invoice and percentage, in order to complete the project and make operational.

Bid Item E1 – Materials

Measurement The quantity for payment shall be the actual quantity of miscellaneous item or appurtenances required to complete the project and make operational.

Payment Payment of the applicable unit price per item shall be full compensation for furnishing all material, labor and equipment necessary to install and make operational the item. It includes all testing, including density testing and sampling, if needed.

Bid item E1 Payment will be made at cost of the actual invoice submitted with the Contractor's pay request plus no more than ten (10) percent mark-up for the Contractor.

Bid Item E2 – Subcontractor

Measurement The quantity for payment shall be the actual work provided by the subcontractor to the Contractor for specialty items or appurtenances required to complete the project and make operational.

Payment Payment of the applicable unit price per item shall be full compensation for furnishing all material, labor and equipment necessary to make the project operational.

Bid Item E2 Payment will be made at cost of the actual invoice submitted with the Contractor's pay request plus no more than ten (10) percent mark-up for the Contractor.

IRC BID #2020039 Unit Item Cost Sheet
Indian River County Department of Utility Services 2020 Labor Contract
SCHEDULE "A"

Company Name: _____

Item No.	Description	Quantity	Unit	Material Unit Price (Furnish)	Unit Price to Install	Total Unit Price (Furnish + Installation)
SECTION A - UNIT COST/PRICES						
A1	Mobilization					
	(a) Emergency Event	1	EA	\$ -	\$ -	\$ -
	(b) Non - Emergency Event	1	EA	\$ -	\$ -	\$ -
A2	Temporary Traffic Control	1	L.F.	\$ -	\$ -	\$ -
	(a) Residential Street	1	L.F.	\$ -	\$ -	\$ -
	(b) Arterial Roadway	1	L.F.	\$ -	\$ -	\$ -
	(c) FDOT Roadway	1	L.F.	\$ -	\$ -	\$ -
A3	Video Documentation					
	(a) Pre-Construction	1	L.F.	\$ -	\$ -	\$ -
	(b) Post-Construction Video	1	L.F.	\$ -	\$ -	\$ -
A4	Water Main - PVC					
	(a) 2-inch	1	L.F.	\$ -	\$ -	\$ -
	(b) 4-inch	1	L.F.	\$ -	\$ -	\$ -
	(c) 6-inch	1	L.F.	\$ -	\$ -	\$ -
	(d) 8-inch	1	L.F.	\$ -	\$ -	\$ -
	(e) 10 inch	1	L.F.	\$ -	\$ -	\$ -
	(f) 12 inch	1	L.F.	\$ -	\$ -	\$ -
	(g) 16-inch	1	L.F.	\$ -	\$ -	\$ -
	(h) 18-inch	1	L.F.	\$ -	\$ -	\$ -
	(i) 20-inch	1	L.F.	\$ -	\$ -	\$ -
	(j) 24-inch	1	L.F.	\$ -	\$ -	\$ -
A5	Water Main - DIP					
	Cement Lined Interior for Water Mains					
	(a) 4-inch	1	L.F.	\$ -	\$ -	\$ -
	(b) 6 inch	1	L.F.	\$ -	\$ -	\$ -
	(c) 8-inch	1	L.F.	\$ -	\$ -	\$ -
	(d) 10-inch	1	L.F.	\$ -	\$ -	\$ -
	(e) 12-inch	1	L.F.	\$ -	\$ -	\$ -
	(f) 16-inch	1	L.F.	\$ -	\$ -	\$ -
	(g) 18-inch	1	L.F.	\$ -	\$ -	\$ -
	(h) 20-inch	1	L.F.	\$ -	\$ -	\$ -
A6	Sewer Pipe - DIP					
	Epoxy Lined Interior for Sewer Force Mains					
	(a) 4-inch	1	L.F.	\$ -	\$ -	\$ -
	(b) 6 inch	1	L.F.	\$ -	\$ -	\$ -
	(c) 8-inch	1	L.F.	\$ -	\$ -	\$ -
	(d) 10-inch	1	L.F.	\$ -	\$ -	\$ -
	(e) 12-inch	1	L.F.	\$ -	\$ -	\$ -
	(f) 16-inch	1	L.F.	\$ -	\$ -	\$ -

IRC BID #2020039 Unit Item Cost Sheet
Indian River County Department of Utility Services 2020 Labor Contract
SCHEDULE "A"

Company Name: _____

Item No.	Description	Quantity	Unit	Material Unit Price (Furnish)	Unit Price to Install	Total Unit Price (Furnish + Installation)
(g)	18-inch	1	L.F.	\$ -	\$ -	\$ -
(h)	20-inch	1	L.F.	\$ -	\$ -	\$ -
(i)	24-inch	1	L.F.	\$ -	\$ -	\$ -
A7	PVC Gravity Sewer - 8 inch					
(a)	0'-6'	1	L.F.	\$ -	\$ -	\$ -
(b)	6'-8'	1	L.F.	\$ -	\$ -	\$ -
(c)	8'-10'	1	L.F.	\$ -	\$ -	\$ -
(d)	10'-12'	1	L.F.	\$ -	\$ -	\$ -
(e)	12'-14'	1	L.F.	\$ -	\$ -	\$ -
(f)	Cost Credit	1	L.F.	NA	\$ -	\$ -
A8	PVC Gravity Sewer - 10 inch					
(a)	0'-6'	1	L.F.	\$ -	\$ -	\$ -
(b)	6'-8'	1	L.F.	\$ -	\$ -	\$ -
(c)	8'-10'	1	L.F.	\$ -	\$ -	\$ -
(d)	10'-12'	1	L.F.	\$ -	\$ -	\$ -
(e)	12'-14'	1	L.F.	\$ -	\$ -	\$ -
(f)	Cost Credit	1	L.F.	NA	\$ -	\$ -
A9	Connect to Existing Pipe (<12")		EA	\$ -	\$ -	\$ -
(a)	(<12")	1				
(b)	(>=12")	1	EA	\$ -	\$ -	\$ -
A10	Precast Concrete Manhole-Lined					
(a)	0'-6'	1	EA.	\$ -	\$ -	\$ -
(b)	6'-8'	1	EA.	\$ -	\$ -	\$ -
(c)	8'-10'	1	EA.	\$ -	\$ -	\$ -
(d)	10'-12'	1	EA.	\$ -	\$ -	\$ -
(e)	12'-14'	1	EA.	\$ -	\$ -	\$ -
A11	Precast Concrete Manhole-Unlined					
(a)	0'-6'	1	EA.	\$ -	\$ -	\$ -
(b)	6'-8'	1	EA.	\$ -	\$ -	\$ -
(c)	8'-10'	1	EA.	\$ -	\$ -	\$ -
(d)	10'-12'	1	EA.	\$ -	\$ -	\$ -
(e)	12'-14'	1	EA.	\$ -	\$ -	\$ -
A12	Mechanical Joint Bell Restraints-PVC					
(a)	2-inch	1	EA.	\$ -	\$ -	\$ -
(b)	4-inch	1	EA.	\$ -	\$ -	\$ -
(c)	6-inch	1	EA.	\$ -	\$ -	\$ -
(d)	8-inch	1	EA.	\$ -	\$ -	\$ -
(e)	10-inch	1	EA.	\$ -	\$ -	\$ -
(f)	12-inch	1	EA.	\$ -	\$ -	\$ -
(g)	16-inch	1	EA.	\$ -	\$ -	\$ -
(h)	18-inch	1	EA.	\$ -	\$ -	\$ -
(i)	20-inch	1	EA.	\$ -	\$ -	\$ -

IRC BID #2020039 Unit Item Cost Sheet
Indian River County Department of Utility Services 2020 Labor Contract
SCHEDULE "A"

Company Name: _____

Item No.	Description	Quantity	Unit	Material Unit Price (Furnish)	Unit Price to Install	Total Unit Price (Furnish + Installation)
	(j) 24-inch	1	EA.	\$ -	\$ -	\$ -
A13	Mechanical Joint Bell Restraints-Ductile Iron					
	(a) 2-inch	1	EA.	\$ -	\$ -	\$ -
	(b) 4-inch	1	EA.	\$ -	\$ -	\$ -
	(c) 6-inch	1	EA.	\$ -	\$ -	\$ -
	(d) 8-inch	1	EA.	\$ -	\$ -	\$ -
	(e) 10-inch	1	EA.	\$ -	\$ -	\$ -
	(f) 12-inch	1	EA.	\$ -	\$ -	\$ -
	(g) 16-inch	1	EA.	\$ -	\$ -	\$ -
	(h) 18-inch	1	EA.	\$ -	\$ -	\$ -
	(i) 20-inch	1	EA.	\$ -	\$ -	\$ -
	(j) 24-inch	1	EA.	\$ -	\$ -	\$ -
A14	Ductile Iron Fittings	1	TONS	\$ -	\$ -	\$ -
	(C-153 Compact Fittings)					
	(Interior Cement Lined)					
A15	Ductile Iron Fittings	1	TONS	\$ -	\$ -	\$ -
	(C-153 Compact Fittings)					
	(Interior Cement Lined and Exterior Fusion Bonded Epoxy Coated)					
A16	Ductile Iron Fittings	1	TONS	\$ -	\$ -	\$ -
	(C-153 Compact Fittings)					
	(Interior Epoxy Coated)					
A17	Fitting Restraint (Per one (1) unit)					
	(b) 4-inch	1	EA.	\$ -	\$ -	\$ -
	(c) 6-inch	1	EA.	\$ -	\$ -	\$ -
	(d) 8-inch	1	EA.	\$ -	\$ -	\$ -
	(e) 10-inch	1	EA.	\$ -	\$ -	\$ -
	(f) 12-inch	1	EA.	\$ -	\$ -	\$ -
	(g) 16-inch	1	EA.	\$ -	\$ -	\$ -
	(h) 18-inch	1	EA.	\$ -	\$ -	\$ -
	(i) 20-inch	1	EA.	\$ -	\$ -	\$ -
	(j) 24-inch	1	EA.	\$ -	\$ -	\$ -
A18	Fitting Restraint (Per one (1) per unit)					
	(Stainless Steel Hardware)					
	(b) 4-inch	1	EA.	\$ -	\$ -	\$ -
	(c) 6-inch	1	EA.	\$ -	\$ -	\$ -
	(d) 8-inch	1	EA.	\$ -	\$ -	\$ -
	(e) 10-inch	1	EA.	\$ -	\$ -	\$ -
	(f) 12-inch	1	EA.	\$ -	\$ -	\$ -
	(g) 16-inch	1	EA.	\$ -	\$ -	\$ -
	(h) 18-inch	1	EA.	\$ -	\$ -	\$ -
	(i) 20-inch	1	EA.	\$ -	\$ -	\$ -

IRC BID #2020039 Unit Item Cost Sheet
Indian River County Department of Utility Services 2020 Labor Contract
SCHEDULE "A"

Company Name: _____

Item No.	Description	Quantity	Unit	Material Unit Price (Furnish)	Unit Price to Install	Total Unit Price (Furnish + Installation)
	(j) 24-inch	1	EA.	\$ -	\$ -	\$ -
A19	Tapping Sleeve and Valve (pressure test & tap included)					
	(a) 6"x6"	1	EA.	\$ -	\$ -	\$ -
	(b) 8"x6"	1	EA.	\$ -	\$ -	\$ -
	(c) 8"x8"	1	EA.	\$ -	\$ -	\$ -
	(d) 10" x 6"	1	EA.	\$ -	\$ -	\$ -
	(e) 10" x 8"	1	EA.	\$ -	\$ -	\$ -
	(f) 12"x6"	1	EA.	\$ -	\$ -	\$ -
	(g) 12"x8"	1	EA.	\$ -	\$ -	\$ -
	(h) 12"x12"	1	EA.	\$ -	\$ -	\$ -
	(i) 16" x 6"	1	EA.	\$ -	\$ -	\$ -
A20	Resilient Seat Gate Valve Assemblies					
	(a) 2-inch	1	EA.	\$ -	\$ -	\$ -
	(b) 4-inch	1	EA.	\$ -	\$ -	\$ -
	(c) 6-inch	1	EA.	\$ -	\$ -	\$ -
	(d) 8-inch	1	EA.	\$ -	\$ -	\$ -
	(e) 10-inch	1	EA.	\$ -	\$ -	\$ -
	(f) 12-inch	1	EA.	\$ -	\$ -	\$ -
	(g) 16-inch	1	EA.	\$ -	\$ -	\$ -
A21	Eccentric Plug Valve Assemblies					
	(a) 6-inch	1	EA.	\$ -	\$ -	\$ -
	(b) 8-inch	1	EA.	\$ -	\$ -	\$ -
	(c) 12-inch	1	EA.	\$ -	\$ -	\$ -
	(d) 16-inch	1	EA.	\$ -	\$ -	\$ -
	(e) 18-inch	1	EA.	\$ -	\$ -	\$ -
	(f) 24-inch	1	EA.	\$ -	\$ -	\$ -
A22	Butterfly Valve Assemblies					
	(a) 12-inch	1	EA.	\$ -	\$ -	\$ -
	(b) 16-inch	1	EA.	\$ -	\$ -	\$ -
	(c) 18-inch	1	EA.	\$ -	\$ -	\$ -
	(d) 20-inch	1	EA.	\$ -	\$ -	\$ -
A23	Ball Valve Assemblies					
	(a) 3/4-inch	1	EA.	\$ -	\$ -	\$ -
	(b) 1-inch	1	EA.	\$ -	\$ -	\$ -
	(c) 1 1/4-inch	1	EA.	\$ -	\$ -	\$ -
	(b) 1 1/2-inch	1	EA.	\$ -	\$ -	\$ -
	(a) 1 3/4-inch	1	EA.	\$ -	\$ -	\$ -
	(b) 2-inch	1	EA.	\$ -	\$ -	\$ -

IRC BID #2020039 Unit Item Cost Sheet
Indian River County Department of Utility Services 2020 Labor Contract
SCHEDULE "A"

Company Name: _____

Item No.	Description	Quantity	Unit	Material Unit Price (Furnish)	Unit Price to Install	Total Unit Price (Furnish + Installation)
A24	Check Valve Assemblies					
	(a) 2-inch	1	EA.	\$ -	\$ -	\$ -
	(b) 4-inch	1	EA.	\$ -	\$ -	\$ -
	(c) 6-inch	1	EA.	\$ -	\$ -	\$ -
	(d) 8-inch	1	EA.	\$ -	\$ -	\$ -
	(e) 12-inch	1	EA.	\$ -	\$ -	\$ -
	(f) 16-inch	1	EA.	\$ -	\$ -	\$ -
	(g) 18-inch	1	EA.	\$ -	\$ -	\$ -
	(h) 20-inch	1	EA.	\$ -	\$ -	\$ -
A25	Sanitary Sewer Services					
	(constructed with new gravity sewer)					
	(a) 0'-6' (single)	1	EA.	\$ -	\$ -	\$ -
	(b) 0'-6' (double)	1	EA.	\$ -	\$ -	\$ -
	(c) 6'-Over (single)	1	EA.	\$ -	\$ -	\$ -
	(d) 6'-Over (double)	1	EA.	\$ -	\$ -	\$ -
A26	6" Sanitary Sewer Services -Additional Footage					
	(a) 0' - 6'	1	L.F.	\$ -	\$ -	\$ -
	(b) 6' - Over	1	L.F.	\$ -	\$ -	\$ -
A27	Sanitary Sewer Services					
	(constructed on existing sewer lines - unlined)					
	(a) 0'-6' (single)	1	EA.	\$ -	\$ -	\$ -
	(b) 0'-6' (double)	1	EA.	\$ -	\$ -	\$ -
	(c) 6'-Over (single)	1	EA.	\$ -	\$ -	\$ -
	(d) 6'-Over (double)	1	EA.	\$ -	\$ -	\$ -
A28	Sanitary Sewer Services					
	(constructed on existing sewer lines - lined)					
	(a) 0'-6' (single)	1	EA.	\$ -	\$ -	\$ -
	(b) 0'-6' (double)	1	EA.	\$ -	\$ -	\$ -
	(c) 6'-Over (single)	1	EA.	\$ -	\$ -	\$ -
	(d) 6'-Over (double)	1	EA.	\$ -	\$ -	\$ -
A29	Sanitary Sewer Cleanouts					
	(to existing sanitary sewer laterals)					
	(a) 0'-6' (4")	1	EA.	\$ -	\$ -	\$ -
	(b) 6'-Over (4")	1	EA.	\$ -	\$ -	\$ -
	(c) 0'-6' (6")	1	EA.	\$ -	\$ -	\$ -
	(d) 6'-Over (6")	1	EA.	\$ -	\$ -	\$ -
A30	Cleanout Ring and Cover	1	EA.	\$ -	\$ -	\$ -
	(constructed on new or existing cleanouts)					

IRC BID #2020039 Unit Item Cost Sheet
Indian River County Department of Utility Services 2020 Labor Contract
SCHEDULE "A"

Company Name: _____

Item No.	Description	Quantity	Unit	Material Unit Price (Furnish)	Unit Price to Install	Total Unit Price (Furnish + Installation)
A31	Water Services (on 6" or smaller main)					
	(constructed in conjunction with water main)					
	(a) 1" (single short)	1	EA.	\$ -	\$ -	\$ -
	(b) 1" (single long)	1	EA.	\$ -	\$ -	\$ -
	(c) 1" (double short)	1	EA.	\$ -	\$ -	\$ -
	(d) 1" (double long)	1	EA.	\$ -	\$ -	\$ -
	(e) 2" (single short)	1	EA.	\$ -	\$ -	\$ -
	(f) 2" (single long)	1	EA.	\$ -	\$ -	\$ -
	(g) 2" (double short)	1	EA.	\$ -	\$ -	\$ -
	(h) 2" (double long)	1	EA.	\$ -	\$ -	\$ -
A32	Water Services- Horizontally Drilled					
	(constructed in conjunction with 6" or smaller water main)					
	(a) 1" (single short)	1	EA.	\$ -	\$ -	\$ -
	(b) 1" (single long)	1	EA.	\$ -	\$ -	\$ -
	(c) 1" (double short)	1	EA.	\$ -	\$ -	\$ -
	(d) 1" (double long)	1	EA.	\$ -	\$ -	\$ -
	(e) 2" (single short)	1	EA.	\$ -	\$ -	\$ -
	(f) 2" (single long)	1	EA.	\$ -	\$ -	\$ -
	(g) 2" (double short)	1	EA.	\$ -	\$ -	\$ -
	(h) 2" (double long)	1	EA.	\$ -	\$ -	\$ -
A33	Water Services (on 6" or smaller main)					
	(constructed on existing water main)					
	(a) 1" (single short)	1	EA.	\$ -	\$ -	\$ -
	(b) 1" (single long)	1	EA.	\$ -	\$ -	\$ -
	(c) 1" (double short)	1	EA.	\$ -	\$ -	\$ -
	(d) 1" (double long)	1	EA.	\$ -	\$ -	\$ -
	(e) 2" (single short)	1	EA.	\$ -	\$ -	\$ -
	(f) 2" (single long)	1	EA.	\$ -	\$ -	\$ -
	(g) 2" (double short)	1	EA.	\$ -	\$ -	\$ -
	(h) 2" (double long)	1	EA.	\$ -	\$ -	\$ -
A34	Water Services- Horizontally Drilled					
	(constructed on existing 6" or smaller water main)					
	(a) 1" (single short)	1	EA.	\$ -	\$ -	\$ -
	(b) 1" (single long)	1	EA.	\$ -	\$ -	\$ -
	(c) 1" (double short)	1	EA.	\$ -	\$ -	\$ -
	(d) 1" (double long)	1	EA.	\$ -	\$ -	\$ -
	(e) 2" (single short)	1	EA.	\$ -	\$ -	\$ -
	(f) 2" (single long)	1	EA.	\$ -	\$ -	\$ -
	(g) 2" (double short)	1	EA.	\$ -	\$ -	\$ -
	(h) 2" (double long)	1	EA.	\$ -	\$ -	\$ -

IRC BID #2020039 Unit Item Cost Sheet
Indian River County Department of Utility Services 2020 Labor Contract
SCHEDULE "A"

Company Name: _____

Item No.	Description	Quantity	Unit	Material Unit Price (Furnish)	Unit Price to Install	Total Unit Price (Furnish + Installation)
A35	Water Services Additional Footage					
	(a) 1" HDPE Water Service	1	L.F.	\$ -	\$ -	\$ -
	(b) 2" HDPE Water Service	1	L.F.	\$ -	\$ -	\$ -
A36	Water Services saddle size adjustments					
	(constructed on water main 6" or larger)					
	(a) 6"	1	EA.	\$ -	\$ -	\$ -
	(b) 8"	1	EA.	\$ -	\$ -	\$ -
	(c) 10"	1	EA.	\$ -	\$ -	\$ -
	(d) 12"	1	EA.	\$ -	\$ -	\$ -
	(e) 16"	1	EA.	\$ -	\$ -	\$ -
A37	Blow-off Assembly	1	EA.	\$ -	\$ -	\$ -
A38	Fire Hydrant Assembly (includes tee)					
	(constructed with new water main)	1	EA.	\$ -	\$ -	\$ -
A39	Fire Hydrant Assembly					
	(constructed on existing water main)	1	EA.	\$ -	\$ -	\$ -
A40	Bacteriological Sample Point					
	(constructed on new water main)	1	EA.	\$ -	\$ -	\$ -
A41	Bacteriological Sample Point					
	(using a water service or fire hydrant)	1	EA.	\$ -	\$ -	\$ -
A42	2" Manual Air Release Valve	1	EA.	\$ -	\$ -	\$ -
A43	2" Automatic Air Release Valve	1	EA.	\$ -	\$ -	\$ -
A44	Dewatering					
	(a) 0'-6'	1	L.F.	NA	\$ -	\$ -
	(b) 6'-12'	1	L.F.	NA	\$ -	\$ -
	(c) 12'-18'	1	L.F.	NA	\$ -	\$ -
A45	Remove Pressure Pipe					
	(a) 3"	1	L.F.	NA	\$ -	\$ -
	(b) 4"	1	L.F.	NA	\$ -	\$ -
	(c) 6"	1	L.F.	NA	\$ -	\$ -
	(d) 8"	1	L.F.	NA	\$ -	\$ -
	(e) 10"	1	L.F.	NA	\$ -	\$ -
	(f) 12"	1	L.F.	NA	\$ -	\$ -
	(g) 16"	1	L.F.	NA	\$ -	\$ -
	(h) Cost Credit	1	L.F.	NA	\$ -	\$ -

IRC BID #2020039 Unit Item Cost Sheet
Indian River County Department of Utility Services 2020 Labor Contract
SCHEDULE "A"

Company Name: _____

Item No.	Description	Quantity	Unit	Material Unit Price (Furnish)	Unit Price to Install	Total Unit Price (Furnish + Installation)
A46	Grout and Abandon Pressure Pipe					
(a)	3"	1	L.F.	\$ -	\$ -	\$ -
(b)	4"	1	L.F.	\$ -	\$ -	\$ -
(c)	6"	1	L.F.	\$ -	\$ -	\$ -
(d)	8"	1	L.F.	\$ -	\$ -	\$ -
(e)	10"	1	L.F.	\$ -	\$ -	\$ -
(f)	12"	1	L.F.	\$ -	\$ -	\$ -
(g)	14"	1	L.F.	\$ -	\$ -	\$ -
(h)	16"	1	L.F.	\$ -	\$ -	\$ -
(i)	18"	1	L.F.	\$ -	\$ -	\$ -
(j)	20"	1	L.F.	\$ -	\$ -	\$ -
(k)	22"	1	L.F.	\$ -	\$ -	\$ -
(l)	24"	1	L.F.	\$ -	\$ -	\$ -
A47	Remove Sanitary Sewer Main					
(a)	8"	1	L.F.	NA	\$ -	\$ -
(b)	10"	1	L.F.	NA	\$ -	\$ -
(b)	12"	1	L.F.	NA	\$ -	\$ -
(c)	18"	1	L.F.	NA	\$ -	\$ -
(d)	24"	1	L.F.	NA	\$ -	\$ -
(e)	Cost Credit	1	L.F.	NA	\$ -	\$ -
A48	Grout and Abandon Sanitary Sewer Main					
(a)	8"	1	L.F.	\$ -	\$ -	\$ -
(b)	10"	1	L.F.	\$ -	\$ -	\$ -
(b)	12"	1	L.F.	\$ -	\$ -	\$ -
(c)	18"	1	L.F.	\$ -	\$ -	\$ -
(d)	24"	1	L.F.	\$ -	\$ -	\$ -
A49	Remove Sanitary Sewer Manhole					
(a)	0'-6'	1	EA.	\$ -	\$ -	\$ -
(b)	6'-8'	1	EA.	\$ -	\$ -	\$ -
(c)	8'-10'	1	EA.	\$ -	\$ -	\$ -
(d)	10'-12'	1	EA.	\$ -	\$ -	\$ -
(e)	12'-14'	1	EA.	\$ -	\$ -	\$ -
A50	Outside drop on Manhole					
(a)	6'-8'	1	EA.	\$ -	\$ -	\$ -
(b)	8'-10'	1	EA.	\$ -	\$ -	\$ -
(c)	10'-12'	1	EA.	\$ -	\$ -	\$ -
A51	Relocate Fire Hydrant	1	EA.	\$ -	\$ -	\$ -
A52	2" Jumper Connection	1	EA.	\$ -	\$ -	\$ -

IRC BID #2020039 Unit Item Cost Sheet
Indian River County Department of Utility Services 2020 Labor Contract
SCHEDULE "A"

Company Name: _____

Item No.	Description	Quantity	Unit	Material Unit Price (Furnish)	Unit Price to Install	Total Unit Price (Furnish + Installation)
A53	Asbestos Pipe Abatement					
	(a) 6"	1	L.F.	NA	\$ -	\$ -
	(b) 8"	1	L.F.	NA	\$ -	\$ -
	(c) 10"	1	L.F.	NA	\$ -	\$ -
	(d) 12"	1	L.F.	NA	\$ -	\$ -
	(e) 16"	1	L.F.	NA	\$ -	\$ -
A54	Root Barrier	1	L.F.	\$ -	\$ -	\$ -
A55	Utility Pole Support	1	EA	\$ -	\$ -	\$ -
A56	Remove and Reinstall Trees	1	EA	\$ -	\$ -	\$ -
A57	Schedule 40 PVC Casing Pipe					
	(a) 4"	1	L.F.	NA	\$ -	\$ -
	(b) 6"	1	L.F.	NA	\$ -	\$ -
	(c) 8"	1	L.F.	NA	\$ -	\$ -
	(d) 10"	1	L.F.	NA	\$ -	\$ -
	(e) 12"	1	L.F.	NA	\$ -	\$ -
	(f) 14"	1	L.F.	NA	\$ -	\$ -
	(g) 16"	1	L.F.	NA	\$ -	\$ -
	(h) 18"	1	L.F.	NA	\$ -	\$ -
	(i) 20"	1	L.F.	NA	\$ -	\$ -
	(j) 22"	1	L.F.	NA	\$ -	\$ -
	(k) 24"	1	L.F.	NA	\$ -	\$ -
A58	Steel casing					
	(a) 4"	1	L.F.	NA	\$ -	\$ -
	(b) 6"	1	L.F.	NA	\$ -	\$ -
	(c) 8"	1	L.F.	NA	\$ -	\$ -
	(d) 10"	1	L.F.	NA	\$ -	\$ -
	(e) 12"	1	L.F.	NA	\$ -	\$ -
	(f) 14"	1	L.F.	NA	\$ -	\$ -
	(g) 16"	1	L.F.	NA	\$ -	\$ -
	(h) 18"	1	L.F.	NA	\$ -	\$ -
	(i) 20"	1	L.F.	NA	\$ -	\$ -
	(j) 22"	1	L.F.	NA	\$ -	\$ -
	(k) 24"	1	L.F.	NA	\$ -	\$ -

IRC BID #2020039 Unit Item Cost Sheet
Indian River County Department of Utility Services 2020 Labor Contract
SCHEDULE "A"

Company Name: _____

Item No.	Description	Quantity	Unit	Material Unit Price (Furnish)	Unit Price to Install	Total Unit Price (Furnish + Installation)
SECTION B - Restoration						
B1	Pavement Repair and Replacement					
	(a) Asphalt Road	1	S.Y.	\$ -	\$ -	\$ -
	(b) Asphalt Driveway	1	S.Y.	\$ -	\$ -	\$ -
	(c) Asphalt Millings	1	S.Y.	\$ -	\$ -	\$ -
	(d) Asphalt overlay	1	S.Y.	\$ -	\$ -	\$ -
	(e) Add. S-3 Asphalt	1	Ton	\$ -	\$ -	\$ -
	(f) Cold Mix Asphalt	1	Ton	\$ -	\$ -	\$ -
	(g) Concrete Driveway (6")	1	S.Y.	\$ -	\$ -	\$ -
	(h) Concrete Sidewalk (4")	1	S.Y.	\$ -	\$ -	\$ -
	(i) Concrete Curb					
	1. Curb and Gutter	1	L.F.	\$ -	\$ -	\$ -
	2. 'D' Curb	1	L.F.	\$ -	\$ -	\$ -
	(j) Concrete Driveway Paver Block	1	S.Y.	\$ -	\$ -	\$ -
	(k) Lime rock Driveway	1	S.Y.	\$ -	\$ -	\$ -
	(l) Asphalt sidewalk	1	S.Y.	\$ -	\$ -	\$ -
B2	Milling Asphalt	1	S.Y.	\$ -	\$ -	\$ -
B3	Coquina Rock Base	1	C.Y.	\$ -	\$ -	\$ -
B4	Flowable Fill					
	(a) 0 - 4 cy (include short load fees)	1	C.Y.	\$ -	\$ -	\$ -
	(b) 4 - 8 cy (include short load fees)	1	C.Y.	\$ -	\$ -	\$ -
	(c) > 8cy	1	C.Y.	\$ -	\$ -	\$ -
B5	Miscellaneous Materials					
	(a) Sand	1	C.Y.	\$ -	\$ -	\$ -
	(b) Fill	1	C.Y.	\$ -	\$ -	\$ -
	(c) #57 Rock	1	C.Y.	\$ -	\$ -	\$ -
	(d) Shell Rock	1	C.Y.	\$ -	\$ -	\$ -
	(e) Suremix Concrete 80#	1	Bag	\$ -	\$ -	\$ -
B6	Sod Replacement					
	(a) Bahia	1	S.Y.	\$ -	\$ -	\$ -
	(b) Floratam	1	S.Y.	\$ -	\$ -	\$ -
B7	Seed and Mulch	1	S.Y.	\$ -	\$ -	\$ -
B8	Mailbox Removal and Reinstallation	1	EA	\$ -	\$ -	\$ -
B9	Sprinkler System Repair per Yard	1	EA	\$ -	\$ -	\$ -
B10	Handicap Ramp Restoration	1	EA	\$ -	\$ -	\$ -

IRC BID #2020039 Unit Item Cost Sheet
Indian River County Department of Utility Services 2020 Labor Contract
SCHEDULE "A"

Company Name: _____

Item No.	Description	Quantity	Unit	Material Unit Price (Furnish)	Unit Price to Install	Total Unit Price (Furnish + Installation)
SECTION C - High Density Polyethylene Piping & Horizontal Directional Boring						
C1	High Density Polyethylene Pipe (HDPE)-Trench					
	(a) 2-inch	1	L.F.	\$ -	\$ -	\$ -
	(b) 4-inch	1	L.F.	\$ -	\$ -	\$ -
	(c) 6-inch	1	L.F.	\$ -	\$ -	\$ -
	(d) 8-inch	1	L.F.	\$ -	\$ -	\$ -
	(e) 12 inch	1	L.F.	\$ -	\$ -	\$ -
	(f) 16-inch	1	L.F.	\$ -	\$ -	\$ -
	(g) 18-inch	1	L.F.	\$ -	\$ -	\$ -
	(h) 20-inch	1	L.F.	\$ -	\$ -	\$ -
	(i) 24-inch	1	L.F.	\$ -	\$ -	\$ -
C2	Horizontal Directional Boring (HDPE)-HDD					
	(b) 4-inch	1	L.F.	\$ -	\$ -	\$ -
	(c) 6-inch	1	L.F.	\$ -	\$ -	\$ -
	(d) 8-inch	1	L.F.	\$ -	\$ -	\$ -
	(e) 12 inch	1	L.F.	\$ -	\$ -	\$ -
	(f) 16-inch	1	L.F.	\$ -	\$ -	\$ -
	(g) 18-inch	1	L.F.	\$ -	\$ -	\$ -
	(h) 20-inch	1	L.F.	\$ -	\$ -	\$ -
	(i) 24-inch	1	L.F.	\$ -	\$ -	\$ -
C3	Horizontally Directional Drilled-PVC Driveway Bores					
	20-foot length					
	(a) 4-inch	1	EA.	\$ -	\$ -	\$ -
	(b) 6-inch	1	EA.	\$ -	\$ -	\$ -
	(c) 8-inch	1	EA.	\$ -	\$ -	\$ -
	(d) 12-inch	1	EA.	\$ -	\$ -	\$ -
	40-foot length					
	(a) 4-inch	1	EA.	\$ -	\$ -	\$ -
	(b) 6-inch	1	EA.	\$ -	\$ -	\$ -
	(c) 8-inch	1	EA.	\$ -	\$ -	\$ -
	(d) 12-inch	1	EA.	\$ -	\$ -	\$ -
	60-foot length					
	(a) 4-inch	1	EA.	\$ -	\$ -	\$ -
	(b) 6-inch	1	EA.	\$ -	\$ -	\$ -
	(c) 8-inch	1	EA.	\$ -	\$ -	\$ -
	(d) 12-inch	1	EA.	\$ -	\$ -	\$ -

IRC BID #2020039 Unit Item Cost Sheet
Indian River County Department of Utility Services 2020 Labor Contract
SCHEDULE "A"

Company Name: _____

Item No.	Description	Quantity	Unit	Material Unit Price (Furnish)	Unit Price to Install	Total Unit Price (Furnish + Installation)
SECTION D: Time and Materials Rates (TO BE USED ON T&M ORDERS ONLY)						
D1	Equipment Hourly Rates					
(a)	Trackhoe (specify model)					
	(medium)	1	Hr.	NA	\$ -	\$ -
	(large)	1	Hr.	NA	\$ -	\$ -
(b)	Combination Backhoe	1	Hr.	NA	\$ -	\$ -
(c)	Front end Loader	1	Hr.	NA	\$ -	\$ -
(d)	Grader	1	Hr.	NA	\$ -	\$ -
(e)	Dump Truck (9 C.Y.)	1	Hr.	NA	\$ -	\$ -
(f)	Tandem Dump Truck (18 C.Y.)	1	Hr.	NA	\$ -	\$ -
(g)	Forklift	1	Hr.	NA	\$ -	\$ -
(h)	Crew Truck with hand tools	1	Hr.	NA	\$ -	\$ -
(i)	Trash Pump 3"	1	Hr.	NA	\$ -	\$ -
(j)	Trash Pump 2"	1	Hr.	NA	\$ -	\$ -
(k)	Walk behind Vibrating Roller	1	Hr.	NA	\$ -	\$ -
(l)	Rev. Plate Compactor	1	Hr.	NA	\$ -	\$ -
(m)	Jumping Jack	1	Hr.	NA	\$ -	\$ -
(n)	Cut off saw (14")	1	Hr.	NA	\$ -	\$ -
(o)	Street saw (14")	1	Hr.	NA	\$ -	\$ -
(p)	Gradall	1	Hr.	NA	\$ -	\$ -
(q)	Roller	1	Hr.	NA	\$ -	\$ -
(r)	Welding Truck	1	Hr.	NA	\$ -	\$ -
(s)	Welder	1	Hr.	NA	\$ -	\$ -
(t)	Cement Mixer	1	Hr.	NA	\$ -	\$ -
(u)	Box Blade	1	Hr.	NA	\$ -	\$ -
(v)	Water Truck	1	Hr.	NA	\$ -	\$ -
(w)	1000 gpm sump pump	1	Hr.	NA	\$ -	\$ -
D2	Crew Hourly Rates					
(a)	Crew Man	1	Hr.	NA	\$ -	\$ -
(b)	Foreman	1	Hr.	NA	\$ -	\$ -
(c)	Supervisor	1	Hr.	NA	\$ -	\$ -
(d)	3 man crew includes 1 supervisor	1	Hr.	NA	\$ -	\$ -
(e)	4 man crew includes 1 supervisor	1	Hr.	NA	\$ -	\$ -
(f)	5 man crew includes 1 supervisor	1	Hr.	NA	\$ -	\$ -
D3	Overtime Crew Hourly Rates					
(a)	Crew Man	1	Hr.	NA	\$ -	\$ -
(b)	Foreman	1	Hr.	NA	\$ -	\$ -
(c)	Supervisor	1	Hr.	NA	\$ -	\$ -
(d)	3 man crew includes 1 supervisor	1	Hr.	NA	\$ -	\$ -
(e)	4 man crew includes 1 supervisor	1	Hr.	NA	\$ -	\$ -
(f)	5 man crew includes 1 supervisor	1	Hr.	NA	\$ -	\$ -

IRC BID #2020039 Unit Item Cost Sheet
Indian River County Department of Utility Services 2020 Labor Contract
SCHEDULE "A"

Company Name: _____

Item No.	Description	Quantity	Unit	Material Unit Price (Furnish)	Unit Price to Install	Total Unit Price (Furnish + Installation)
D4	Nightime Crew Hourly Rates					
(a)	Crew Man	1	Hr.	NA	\$ -	\$ -
(b)	Foreman	1	Hr.	NA	\$ -	\$ -
(c)	Supervisor	1	Hr.	NA	\$ -	\$ -
(d)	3 man crew includes 1 supervisor	1	Hr.	NA	\$ -	\$ -
(e)	4 man crew includes 1 supervisor	1	Hr.	NA	\$ -	\$ -
(f)	5 man crew includes 1 supervisor	1	Hr.	NA	\$ -	\$ -
SECTION E: Miscellaneous Materials & Sub-Contractors						
E1	Materials	Actual Cost + 10%				
E2	Sub-Contractor	Actual Cost + 10%				
Total Bid Price:						\$ -

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Company Name

Authorized Signature

Date Signed

Address

Phone Number

City, State, Zip Code

Attachment B – Davis Bacon Prevailing Wage Determination

"General Decision Number: FL20200117 01/03/2020
Superseded General Decision Number: FL20190117
State: Florida

Construction Type: Heavy
County: Indian River County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)
(EXCLUDING CAPE CANAVERAL AIR FORCE STATION, PATRICK AIR FORCE
BASE, KENNEDY SPACE FLIGHT CENTER AND MALABAR RADAR SITE)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 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 calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

ENGI0487-016 07/01/2013

	Rates	Fringes
OPERATOR: Oiler.....	\$ 22.99	8.80

* IRON0402-004 01/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 23.69	12.70

LABO1652-004 05/01/2018

	Rates	Fringes
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LABORER: Grade Checker.....\$ 22.05 7.27

PAIN0452-007 08/01/2019

Rates Fringes

PAINTER: Brush, Roller and
Spray.....\$ 19.96 11.05

SUFL2009-156 06/24/2009

Rates Fringes

CARPENTER.....\$ 13.56 1.84

CEMENT MASON/CONCRETE FINISHER...\$ 13.18 0.00

ELECTRICIAN.....\$ 16.71 3.51

LABORER: Common or General.....\$ 10.31 0.00

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

LABORER: Pipelayer.....\$ 12.09 1.85

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

OPERATOR: Asphalt Paver.....\$ 11.88 0.00

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

OPERATOR: Backhoe/Excavator.....\$ 13.12 2.58

OPERATOR: Bulldozer.....\$ 12.88 0.00

OPERATOR: Crane.....\$ 14.88 3.17

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

OPERATOR: Loader.....\$ 12.91 1.76

OPERATOR: Mechanic.....\$ 13.83 2.19

OPERATOR: Roller.....\$ 10.50 0.00

OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.00	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 11.07	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 11.00	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21	1.97

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

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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 www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were

prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION