

APPENDIX 4

SPECIAL NOTICES

P.I.D. No. 005015A

Manufactured Home Communities Wastewater System Improvements Project Package
2 – Lake Seminole Estates with Additives of Oasis Home Owners, Inc., Midway AM/CAN
Home Owners, Inc., Grosse Pointe Co-Op, Inc., and Four Seasons Estates Resident
Owned Community, Inc.

In Pinellas County, Florida

NOTICE TO CONTRACTORS

No pre-bid meetings required; the Contractor shall be able to access the communities to gather site-specific information for bid preparation.

Permits within the City of Largo jurisdiction will need to undergo a Development Review Committee (DRC) process, which is Contractor responsibility.

Upon issuance of the Limited Notice to Proceed (NTP), Phase I Environmental Site Assessment (ESA) should commence within seven (7) days for all sites simultaneously and be complete (i.e. signed and sealed) for all sites within 30 days. Upon acceptance of the Phase I ESA by the Owner, Owner will notify the Contractor in writing if a Phase II ESA is required or if project Work may begin on MHC site. Subsequent Construction NTPs per MHC site will issued depending on findings and upon completion of the ESAs.

Performance and Payment Bonds are due to Pinellas County Purchasing Division at a minimum of fifteen (15) days prior to issuance of NTP.

The County has the right to remove any MHC option or award any additive (MHC) upon an award.

This Special Notice amends the Measurement and Payment section and includes additional requirements that are part of the bid package.

If any additive is awarded to the contract, no time will be added to the contract duration.

Additional Technical Specifications

See the additional technical specifications within this document (Appendix 4 - Special Notices). There will be additional specification documents (5) within the supporting attachments.

GRANT REQUIREMENTS

ADDITIONAL STATEMENT RELATIVE TO “PUBLIC ENTITY CRIMES” REQUIREMENT:

The following shall be included to Section 4 General Conditions, Paragraph 4.26, PUBLIC ENTITY CRIMES STATEMENT of the Invitation to Bid:

PUBLIC ENTITY CRIMES. Pursuant to Subsections 287.133(2) and (3), F.S., 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; 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 Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list

ADDITIONAL INSURANCE REQUIREMENT: The contractor shall name the County, State of Florida Department of Environmental Protection (FDEP), and the Board of Trustees of the Internal Improvement Trust Fund, as additional insured per the insurance requirements set forth in Section 6 of the Invitation to Bid.

ADDITIONAL INDEMNIFICATION REQUIREMENT: The contractor shall indemnify the County, State of Florida Department of Environmental Protection (FDEP), and the Board of Trustees of the Internal Improvement Trust Fund, as set forth in Section 4.17 of the Invitation to Bid.

AMERICAN RESCUE PLAN ACT (ARPA):

Services may be funded by federal grant funds including ARPA. To comply with American Rescue Plan Act (ARPA) federal grant regulations, please reference Appendix 4 – Special Notices Exhibit A, B and C. Davis-Bacon Act language stated in Exhibit A included in this Notice is applicable.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP):

The attention of prospective bidders is directed to the fact that this project contains a Joint grant agreement with the State of Florida Department of Environmental Protection (FDEP).

Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws.

Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. Refer to Section 4 General Conditions, Paragraph 4.26, PUBLIC ENTITY CRIMES STATEMENT of the Invitation to Bid.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; 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.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

RESILIENT FLORIDA PROGRAM:

This project is partially funded by FDEP's Resilient Florida Program Grant No. 22FRP09; therefore, substantial completion of construction must occur by June 30, 2026, and expenditures of this project must be completed by December 21, 2026. To comply with Resilient Florida Program requirements, please reference FDEP's Attachment 2 (Special Terms and Conditions), Attachment 6 (Program-Specific Requirements), and Attachment 8 (Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements) included in this Notice.

Upon request, Grantee shall require that subcontractor(s) performing work under Agreement must submit documentary evidence (e.g. workshop agendas; meeting recordings; construction reports) to the Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s).

AMERICAN RESCUE PLAN ACT - EXHIBIT A

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

BID OR PROPOSAL NUMBER: 24-0420-ITB

BID OR PROPOSAL TITLE: MANUFACTURED HOME COMMUNITIES WASTEWATER SYSTEM IMPROVEMENTS

This solicitation is either fully or partially funded with federal funds from the Coronavirus Local Fiscal Recovery Funds made available under the American Rescue Plan Act (ARPA). In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

If this contract meets the definition of a “federally assisted construction contract”, during the performance of this contract, the Contractor agrees as follows:

- (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.
- (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.
- (3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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.

(5) 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.

(6) 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.

(7) 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 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.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract 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.

Davis-Bacon Act as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of \$2,000, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis-Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

Copeland Anti Kick Back Act: If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess

of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): As amended—The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed \$25,000), appear on the federal government’s Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov> [Appendix II to 2 CFR Part 200].

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): CONTRACTORS that apply or bid for an award **exceeding \$100,000** must submit a completed “Disclosure of Lobbying Activities” [Form SF-LLL]. 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 must 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 non-federal award. [Appendix II to 2 CFR Part 200]. **The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed nonresponsive for failure to submit this certification.**

Conflict of Interest [2 CFR §200.112]: The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

Mandatory Disclosures [2 CFR §200.113]: The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 - Remedies for

noncompliance, including suspension or debarment.

Certifications and representations. [2 CFR § 200.209]

Unless prohibited by the U.S. Constitution, Federal statutes or regulations, CONTRACTOR may be required to submit certifications and representations required by this agreement, Federal statutes, or regulations on an annual basis. Submission may be required more frequently if the CONTRACTOR fails to meet a requirement of these provisions for contracts under federal awards.

Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]:

The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per 2 CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

Prohibition on utilization of time and material type contracts [2 CFR §200.318 (j) (1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

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

(2) Assuring 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, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(6) Affirmative Action Requirements per 41 CFR 60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of \$10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be

published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities.

Domestic preferences for procurements. [2 CFR § 200.322]

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Procurement of Recovered Materials [2 CFR §200.323]: CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Prohibition on utilization of cost plus a percentage of cost contracts [2 CFR

§200.324 (d)]: The COUNTY will not award contracts containing federal funding on a cost plus percentage of cost basis.

Retention of Records [2 CFR 200.334]: Financial records, supporting documents, statistical records, and all other records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or invoice. Record retention may be required to be longer if any of the provisions of 2 CFR 200.334(a)-(f) apply.

Access to Records [2 CFR 200 § 200.337]: The County, Pass-through agency or Federal awarding agency have the right of timely and unrestricted access to any documents,

papers or other records, including electronic records, of the CONTRACTOR which are pertinent to the Federal award in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents.

This right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

Remedies for noncompliance. [2 CFR § 200.339]

If CONTRACTOR fails to comply with the U.S. Constitution, Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or COUNTY may impose additional conditions, as described in 2 CFR § 200.208. If the Federal awarding agency or COUNTY determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or COUNTY may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR or more severe enforcement action by the Federal awarding agency or COUNTY.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Agreement.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of the COUNTY, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Take other remedies that may be legally available.

ATTACHMENT 8-A
Revised Contract Provisions for Coronavirus State and Local Fiscal
Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. 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 Recipient 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.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient 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.
- F. The Recipient 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.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient 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 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.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Attachment 8-A

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies 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. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

- i. Grantees 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. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

Attachment 8-A

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

The Department must obligate all funds from SLFRF by December 31, 2024, and all such obligated funds must be expended by December 31, 2026. As such, the Contractor must submit all invoices by September 30, 2026, unless approved in writing by the Department.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION

For infrastructure projects over \$10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire

collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
 - ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
 - iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
 - iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
 - v. Whether the project has completed a labor agreement.
3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as applicable:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund
- ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013

Expiration Date: 02/28/2025

Review Public Burden Disclosure Statement

1. * Type of Federal Action: ☐ a. contract ☒ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. * Status of Federal Action: ☐ a. bid/offer/application ☒ b. initial award ☐ c. post-award	3. * Report Type: ☒ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☒ Prime ☐ SubAwardee * Name * Street 1 Street 2 * City State Zip Congressional District, if known:		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: 	7. * Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known: 	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant: Prefix * First Name Middle Name * Last Name Suffix * Street 1 Street 2 * City State Zip		
b. Individual Performing Services (including address if different from No. 10a) Prefix * First Name Middle Name * Last Name Suffix * Street 1 Street 2 * City State Zip		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: *Name: Prefix * First Name Middle Name * Last Name Suffix Title: Telephone No.: Date:		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

"General Decision Number: FL20240139 01/05/2024

Superseded General Decision Number: FL20230139

State: Florida

Construction Type: Heavy

Counties: Pasco and Pinellas Counties in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 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 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

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

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

Modification Number Publication Date
0 01/05/2024

ELEC0915-003 12/04/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 33.59	42.5%+\$0.35

ENGI0487-034 06/01/2023		

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1		
150 ton lattice, 250 ton hydro, friction, tower and luffing cranes, 300+ ft boom.....	\$ 39.01	16.85
Group 2		
Lattice under 150 ton, 100 ton up to 250 ton hydro cranes.....	\$ 38.01	16.85
Group 3		
Cranes not described above, Drill Rig, Horizontal Directional Drill Operator, Horizontal Direction Drill Locator.....	\$ 37.01	16.85

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

IRON0397-006 07/01/2023		
	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 34.00	17.07

LAB00517-002 05/01/2023		

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

PAIN0088-008 06/01/2021		

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 20.21	12.38

SUFL2009-178 06/24/2009		

	Rates	Fringes
CARPENTER.....	\$ 14.95 **	2.92
CEMENT MASON/CONCRETE FINISHER...	\$ 14.77 **	3.50
LABORER: Common or General.....	\$ 9.26 **	0.00
LABORER: Landscape.....	\$ 7.25 **	0.00
LABORER: Pipelayer.....	\$ 11.33 **	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws		

Only).....	\$ 10.63 **	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59 **	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10 **	2.44
OPERATOR: Backhoe/Excavator.....	\$ 15.60 **	0.00
OPERATOR: Bulldozer.....	\$ 17.00 **	0.00
OPERATOR: Grader/Blade.....	\$ 16.00 **	2.84
OPERATOR: Loader.....	\$ 14.75 **	0.00
OPERATOR: Mechanic.....	\$ 14.32 **	0.00
OPERATOR: Roller.....	\$ 10.76 **	0.00
OPERATOR: Scraper.....	\$ 11.00 **	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 11.00 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73 **	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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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

<https://www.dol.gov/agencies/whd/government-contracts>.

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

The body of each wage determination lists the 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 National Office because National Office has 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

<https://www.dol.gov/agencies/whd/government-contracts>.

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

The body of each wage determination lists the 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).

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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.

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WAGE DETERMINATION APPEALS PROCESS

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- * an existing published wage determination
- * a survey underlying a wage determination
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- * 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 National Office because National Office has 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.

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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:

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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"

TECHNICAL SPECIFICATIONS

ALL MHCs - ASSET ONBOARDING

Contractor is advised that Technical Specification 013510 Asset Onboarding is added to all MHCs under this Project, including Lake Seminole Estates with Additives of Oasis Home Owners, Inc., Midway AM/CAN Home Owners, Inc., Grosse Pointe Co-Op, Inc., and Four Seasons Estates Resident Owned Community, Inc. Please see Scope of Work for Technical Specification 013510 Asset Onboarding.

LAKE SEMINOLE ESTATES MHP

LAKE SEMINOLE ESTATES MHP Technical Specifications - Contractor is advised that the following paragraphs shall be added to the Technical Specifications Section 01 20 01 MEASUREMENT AND PAYMENT:

1.30 ITEM NO. 30 – Sketch and Legal Description – LAKE SEMINOLE ESTATES MHP

Description: This item provides all labor and equipment for preparing sketches, legal description and aerial exhibits needed for execution of a utility easement post-construction. Legal Description shall be coordinated with the County and the Community to provide sufficient easement for the County to maintain its assets. Work shall be performed by a licensed surveyor in the State of Florida and performed to Pinellas County Public Works Survey standards. County shall provide As-Builts to Contractor for Execution of this work.

Measurement: This Item shall be paid as a Lump Sum.

Payment shall be made under:

Item No. 30 Sketch and Legal Description – LAKE SEMINOLE ESTATES MHP

1.31 ITEM NO. 31 – Asset Onboarding – LAKE SEMINOLE ESTATES MHP

Description: This item provides all labor, equipment, materials, and incidentals required for asset onboarding activities. Refer to Section 01 35 10 Asset Onboarding for further detail on descriptions, requirements, and submittals.

Measurement: This Item shall be paid as a Lump Sum.

Payment shall be made under:

Item No. 31 Asset Onboarding – LAKE SEMINOLE ESTATES MHP

1.32 ITEM NO. 32 – Phase I Environmental Site Assessment – LAKE SEMINOLE ESTATES MHP

Description: This item includes all labor, equipment, and materials necessary for conducting a Phase I Environmental Site Assessment (ESA) prior to excavation including, but not limited to, the collection and review of previous studies and records, health and safety plan(s), site visit, mobilization, sampling, and the preparation of a Phase I ESA report summarizing the documented and, if appropriate, recommendations for further action. Phase I ESA will be conducted in accordance with ASTM Standard

E1527-13 Standard Practice for Environmental Site Assessments: Phase I ESA Process and shall be signed and sealed by a Professional Engineer or Professional Geologist registered in the State of Florida.

Measurement: This Item shall be paid as Lump Sum.

Payment shall be made under:

Item No. 32 Phase I Environmental Site Assessment – LAKE SEMINOLE ESTATES MHP

1.33 ITEM NO. 33 – Unspecified Work (Allowance) - Phase II Environmental Site Assessment – LAKE SEMINOLE ESTATES MHP

Description: Upon completion of the Phase I Environmental Site Assessment (ESA) and with express written permission from the Owner to commence the Phase II ESA, this item includes all labor, equipment, materials, and laboratory services necessary for completing a Phase II ESA. The Work shall include, but not be limited to, permit fees, mobilization (including multiple mobilizations), planning field sampling, conducting field sampling (soil and water), drill rig and support vehicles, direct push technology (DPT) Rig and equipment, and preparing the Phase II Sampling Report to be signed by a Professional Engineer or Professional Geologist registered in the State of Florida. This Pay Item is applicable on MHC sites that list the recommendation to proceed with a Phase II ESA within the Phase I ESA report and have written concurrence from the Owner to proceed.

Measurement: The Work under this Pay item shall be paid for by an allowance. This Item shall be paid as Time and Materials based on actual costs plus contractual mark-up.

Payment shall be made under:

Item No. 33 Unspecified Work (Allowance) - Phase II Environmental Site Assessment – LAKE SEMINOLE ESTATES MHP

OASIS MHP

OASIS MHP Technical Specifications - Contractor is advised that the following paragraphs shall be added to the Technical Specifications Section 01 20 00 MEASUREMENT AND PAYMENT:

3.29 ITEM NO. 32 – Sketch and Legal Description – OASIS MHP

Description: This item provides all labor and equipment for preparing sketches, legal description and aerial exhibits needed for execution of a utility easement post-construction. Legal Description shall be coordinated with the County and the Community to provide sufficient easement for the County to maintain its assets. Work shall be performed by a licensed surveyor in the State of Florida and performed to Pinellas County Public Works Survey standards. County shall provide As-Builts to Contractor for Execution of this work.

Measurement: This Item shall be paid as a Lump Sum.

Payment shall be made under:

Item No. 32 Sketch and Legal Description – OASIS MHP

3.30 ITEM NO. 33 – Asset Onboarding – OASIS MHP

Description: This item provides all labor, equipment, materials, and incidentals required for asset onboarding activities. Refer to Section 01 35 10 Asset Onboarding for further detail on descriptions, requirements, and submittals.

Measurement: This Item shall be paid as a Lump Sum.

Payment shall be made under:

Item No. 33 Asset Onboarding – OASIS MHP

3.31 ITEM NO. 34 – Phase I Environmental Site Assessment – OASIS MHP

Description: This item includes all labor, equipment, and materials necessary for conducting a Phase I Environmental Site Assessment (ESA) prior to excavation including, but not limited to, the collection and review of previous studies and records, health and safety plan(s), site visit, mobilization, sampling, and the preparation of a Phase I ESA report summarizing the documented and, if appropriate, recommendations for further action. Phase I ESA will be conducted in accordance with ASTM Standard E1527-13 Standard Practice for Environmental Site Assessments: Phase I ESA Process and shall be signed and sealed by a Professional Engineer or Professional Geologist registered in the State of Florida.

Measurement: This Item shall be paid as Lump Sum.

Payment shall be made under:

Item No. 34 Phase I Environmental Site Assessment – OASIS MHP

3.32 ITEM NO. 35 – Unspecified Work (Allowance) - Phase II Environmental Site Assessment – OASIS MHP

Description: Upon completion of the Phase I Environmental Site Assessment (ESA) and with express written permission from the Owner to commence the Phase II ESA, this item includes all labor, equipment, materials, and laboratory services necessary for completing a Phase II ESA. The Work shall include, but not be limited to, permit fees, mobilization (including multiple mobilizations), planning field sampling, conducting field sampling (soil and water), drill rig and support vehicles, direct push technology (DPT) Rig and equipment, and preparing the Phase II Sampling Report to be signed by a Professional Engineer or Professional Geologist registered in the State of Florida. This Pay Item is applicable on MHC sites that list the recommendation to proceed with a Phase II ESA within the Phase I ESA report and have written concurrence from the Owner to proceed.

Measurement: The Work under this Pay item shall be paid for by an allowance. This Item shall be paid as Time and Materials based on actual costs plus contractual mark-up.

Payment shall be made under:

Item No. 35 Unspecified Work (Allowance) - Phase II Environmental Site Assessment – OASIS MHP

MIDWAY MHP

MIDWAY MHP Technical Specifications - Contractor is advised that the following paragraphs shall be added to the Technical Specifications Section 01 20 00 MEASUREMENT AND PAYMENT:

3.29 ITEM NO. 33 – Sketch and Legal Description – MIDWAY MHP

Description: This item provides all labor and equipment for preparing sketches, legal description and aerial exhibits needed for execution of a utility easement post-construction. Legal Description shall be coordinated with the County and the Community to provide sufficient easement for the County to maintain its assets. Work shall be performed by a licensed surveyor in the State of Florida and performed to Pinellas County Public Works Survey standards. County shall provide As-Builts to Contractor for Execution of this work.

Measurement: This Item shall be paid as a Lump Sum.

Payment shall be made under:

Item No. 33 Sketch and Legal Description – MIDWAY MHP

3.30 ITEM NO. 34 – Asset Onboarding – MIDWAY MHP

Description: This item provides all labor, equipment, materials, and incidentals required for asset onboarding activities. Refer to Section 01 35 10 Asset Onboarding for further detail on descriptions, requirements, and submittals.

Measurement: This Item shall be paid as a Lump Sum.

Payment shall be made under:

Item No. 34 Asset Onboarding – MIDWAY MHP

3.31 ITEM NO. 35 – Phase I Environmental Site Assessment – MIDWAY MHP

Description: This item includes all labor, equipment, and materials necessary for conducting a Phase I Environmental Site Assessment (ESA) prior to excavation including, but not limited to, the collection and review of previous studies and records, health and safety plan(s), site visit, mobilization, sampling, and the preparation of a Phase I ESA report summarizing the documented and, if appropriate, recommendations for further action. Phase I ESA will be conducted in accordance with ASTM Standard E1527-13 Standard Practice for Environmental Site Assessments: Phase I ESA Process and shall be signed and sealed by a Professional Engineer or Professional Geologist registered in the State of Florida.

Measurement: This Item shall be paid as Lump Sum.

Payment shall be made under:

Item No. 35 Phase I Environmental Site Assessment – MIDWAY MHP

3.32 ITEM NO. 36 – Unspecified Work (Allowance) - Phase II Environmental Site Assessment – MIDWAY MHP

Description: Upon completion of the Phase I Environmental Site Assessment (ESA) and with express written permission from the Owner to commence the Phase II ESA, this item includes all labor, equipment, materials, and laboratory services necessary for completing a Phase II ESA. The Work shall include, but not be limited to, permit fees, mobilization (including multiple mobilizations), planning field sampling, conducting field sampling (soil and water), drill rig and support vehicles, direct push technology (DPT) Rig and equipment, and preparing the Phase II Sampling Report to be signed by a Professional Engineer or Professional Geologist registered in the State of Florida. This Pay Item is applicable on MHC sites that list the recommendation to proceed with a Phase II ESA within the Phase I ESA report and have written concurrence from the Owner to proceed.

Measurement: The Work under this Pay item shall be paid for by an allowance. This Item shall be paid as Time and Materials based on actual costs plus contractual mark-up.

Payment shall be made under:

Item No. 36 Unspecified Work (Allowance) - Phase II Environmental Site Assessment – MIDWAY MHP

GROSSE POINTE MHP

GROSSE POINTE MHP Technical Specifications - Contractor is advised that the following paragraphs shall be added to the Technical Specifications Section 01 20 01 MEASUREMENT AND PAYMENT:

1.29 ITEM NO. 33 – Sketch and Legal Description – GROSSE POINTE MHP

Description: This item provides all labor and equipment for preparing sketches, legal description and aerial exhibits needed for execution of a utility easement post-construction. Legal Description shall be coordinated with the County and the Community to provide sufficient easement for the County to maintain its assets. Work shall be performed by a licensed surveyor in the State of Florida and performed to Pinellas County Public Works Survey standards. County shall provide As-Builts to Contractor for Execution of this work.

Measurement: This Item shall be paid as a Lump Sum.

Payment shall be made under:

Item No. 33 Sketch and Legal Description – GROSSE POINTE MHP

1.30 ITEM NO. 34 – Asset Onboarding – GROSSE POINTE MHP

Description: This item provides all labor, equipment, materials, and incidentals required for asset onboarding activities. Refer to Section 01 35 10 Asset Onboarding for further detail on descriptions, requirements, and submittals.

Measurement: This Item shall be paid as a Lump Sum.

Payment shall be made under:

Item No. 34 Asset Onboarding – GROSSE POINTE MHP

1.31 ITEM NO. 35 – Phase I Environmental Site Assessment – GROSSE POINTE MHP

Description: This item includes all labor, equipment, and materials necessary for conducting a Phase I Environmental Site Assessment (ESA) prior to excavation including, but not limited to, the collection and review of previous studies and records, health and safety plan(s), site visit, mobilization, sampling, and the preparation of a Phase I ESA report summarizing the documented and, if appropriate, recommendations for further action. Phase I ESA will be conducted in accordance with ASTM Standard E1527-13 Standard Practice for Environmental Site Assessments: Phase I ESA Process and shall be signed and sealed by a Professional Engineer or Professional Geologist registered in the State of Florida.

Measurement: This Item shall be paid as Lump Sum.

Payment shall be made under:

Item No. 35 Phase I Environmental Site Assessment – GROSSE POINTE MHP

1.32 ITEM NO. 36 – Unspecified Work (Allowance) - Phase II Environmental Site Assessment – GROSSE POINTE MHP

Description: Upon completion of the Phase I Environmental Site Assessment (ESA) and with express written permission from the Owner to commence the Phase II ESA, this item includes all labor, equipment, materials, and laboratory services necessary for completing a Phase II ESA. The Work shall include, but not be limited to, permit fees, mobilization (including multiple mobilizations), planning field sampling, conducting field sampling (soil and water), drill rig and support vehicles, direct push technology (DPT) Rig and equipment, and preparing the Phase II Sampling Report to be signed by a Professional Engineer or Professional Geologist registered in the State of Florida. This Pay Item is applicable on MHC sites that list the recommendation to proceed with a Phase II ESA within the Phase I ESA report and have written concurrence from the Owner to proceed.

Measurement: The Work under this Pay item shall be paid for by an allowance. This Item shall be paid as Time and Materials based on actual costs plus contractual mark-up.

Payment shall be made under:

Item No. 36 Unspecified Work (Allowance) - Phase II Environmental Site Assessment – GROSSE POINTE MHP

FOUR SEASONS MHP

FOUR SEASONS MHP Technical Specifications - Contractor is advised that the following paragraphs shall be added to the Technical Specifications Section 01 20 01 MEASUREMENT AND PAYMENT:

1.29 ITEM NO. 41 – Sketch and Legal Description – FOUR SEASONS MHP

Description: This item provides all labor and equipment for preparing sketches, legal description and aerial exhibits needed for execution of a utility easement post-construction. Legal Description shall be coordinated with the County and the Community to provide sufficient easement for the County to maintain its assets. Work shall be

performed by a licensed surveyor in the State of Florida and performed to Pinellas County Public Works Survey standards. County shall provide As-Builts to Contractor for Execution of this work.

Measurement: This Item shall be paid as a Lump Sum.

Payment shall be made under:

Item No. 41 Sketch and Legal Description – FOUR SEASONS MHP

1.30 ITEM NO. 42 – Asset Onboarding – FOUR SEASONS MHP

Description: This item provides all labor, equipment, materials, and incidentals required for asset onboarding activities. Refer to Section 01 35 10 Asset Onboarding for further detail on descriptions, requirements, and submittals.

Measurement: This Item shall be paid as a Lump Sum.

Payment shall be made under:

Item No. 42 Asset Onboarding – FOUR SEASONS MHP

1.31 ITEM NO. 43 – Phase I Environmental Site Assessment – FOUR SEASONS MHP

Description: This item includes all labor, equipment, and materials necessary for conducting a Phase I Environmental Site Assessment (ESA) prior to excavation including, but not limited to, the collection and review of previous studies and records, health and safety plan(s), site visit, mobilization, sampling, and the preparation of a Phase I ESA report summarizing the documented and, if appropriate, recommendations for further action. Phase I ESA will be conducted in accordance with ASTM Standard E1527-13 Standard Practice for Environmental Site Assessments: Phase I ESA Process and shall be signed and sealed by a Professional Engineer or Professional Geologist registered in the State of Florida.

Measurement: This Item shall be paid as Lump Sum.

Payment shall be made under:

Item No. 43 Phase I Environmental Site Assessment – FOUR SEASONS MHP

1.32 ITEM NO. 44 – Unspecified Work (Allowance) - Phase II Environmental Site Assessment – FOUR SEASONS MHP

Description: Upon completion of the Phase I Environmental Site Assessment (ESA) and with express written permission from the Owner to commence the Phase II ESA, this item includes all labor, equipment, materials, and laboratory services necessary for completing a Phase II ESA. The Work shall include, but not be limited to, permit fees, mobilization (including multiple mobilizations), planning field sampling, conducting field sampling (soil and water), drill rig and support vehicles, direct push technology (DPT) Rig and equipment, and preparing the Phase II Sampling Report to be signed by a Professional Engineer or Professional Geologist registered in the State of Florida. This Pay Item is applicable on MHC sites that list the recommendation to proceed with a Phase II ESA within the Phase I ESA report and have written concurrence from the Owner to proceed.

Measurement: The Work under this Pay item shall be paid for by an allowance. This Item shall be paid as Time and Materials based on actual costs plus contractual mark-up.

Payment shall be made under:

Item No. 44 Unspecified Work (Allowance) - Phase II Environmental Site Assessment –
FOUR SEASONS MHP