

**Bid Set**  
**Invitation to Bid 2022-04**  
**City of Parker**  
**Parker Sports Complex**  
**Phase 1**



**Date of Issue: May 20, 2022**

**Closing: June 21, 2022**

**ITB Coordinator(s):**

Taylor Jeffreys, Public Works Administrator  
City of Parker  
1001 West Park Street, Parker, Florida 32404  
and  
Mandy O'Regan  
Anchor CEI  
450 Magnolia Avenue  
Panama City, Florida 32401



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## INSTRUCTIONS TO BIDDERS

### **INTRODUCTION**

The objective of this Invitation to Bid (ITB) is to select a **Florida-Licensed General Contractor and/or Florida-Licensed Underground Utility Contractor** to provide construction services to the City of Parker (hereinafter referred to as "CITY" or "OWNER") for the rehabilitation of the Parker Sports Complex located at 4721 U.S. Business 98 in Parker, Florida and will include, but not be limited to the following (further detailed on the Construction Drawings):

- Reconstruction of one basketball court that is 105 feet long by 70 feet wide by 4 inches deep including the placement of 4-inch-deep asphalt with 1 inch of acrylic top court overlay surface (approximately 75 cubic yards of asphalt). This will also include approximately 770 linear feet of 2-inch white basketball court striping lines per high school regulations (100% acrylic water-based line paint) and two regulation backboards with hoops and nets on 10-foot by 5-foot poles.
- Resurfacing of an existing basketball court that is 105 feet long by 70 feet wide by 4 inches deep including the placement of 2-inch-deep asphalt with 1 inch of acrylic top court overlay surface (approximately 44 cubic yards of asphalt). This will also include approximately 770 linear feet of 2-inch white basketball court striping lines per high school regulations (100% acrylic water-based line paint) and two regulation backboards with hoops and nets on 10-foot by 5-foot poles.
- Resurfacing of tennis and pickleball court that is approximately 120 feet long by 120 feet wide by 4 inches deep including the placement 2-inch-deep asphalt with 1-inch acrylic top court overlay surface (approximately 89 cubic yards of asphalt). This will also include approximately 790 linear feet of 2-inch pickleball and tennis court striping lines (100% acrylic water-based line paint). It will also include one 8 mm polyethylene tennis net (42 linear feet) with two 8-foot by 4-inch steel post with tensioner and four 21.75 linear feet pickleball polyethylene nets with eight 8-foot by 4-inch steel posts with tensioners.
- Site-Wide Fencing within Parker Sports Complex:
  - Installation of approximately 700 linear feet of 6-foot-high chain link fencing (3-inch posts, 6 feet on center, 1-3/8-inch top rail) with three single 3-foot-wide by 6-foot-high chain link gates around the perimeter of the basketball courts.
  - Installation of approximately 600 linear feet of 10-foot-high chain link fencing (3-inch posts, 10 feet on center, 1-3/8-inch top rail) with four 3-foot-wide by 10-foot-high chain link gates and 600 linear feet of fence screening around perimeter and center divider of tennis and pickleball courts.

- Installation of approximately 941 linear feet of 6-foot-high chain link fencing with three 6-foot high by 4-foot wide double-gated entrances for the small and large dog run areas.
- Restoration, include seeding or sodding in areas where construction disturbed landscape, in accordance with the contract documents, and any other appurtenances detailed in Construction Drawings of this Bid Package not included in this summary.

The OWNER seeks BIDs from **Florida-Licensed General Contractor** or **Florida-Licensed Underground Utility Contractor** that can provide all permits, labor, materials, equipment, tools, transportation, and supplies required for the coordination and rehabilitation of the Parker Sports Complex as outlined in this Bid Package and as detailed in the Construction Drawings. Work shall be completed in conformance with the Construction Drawings and Specifications provided by the OWNER.

### **QUALIFICATIONS**

The CONTRACTOR shall be a Florida-Licensed General Contractor and Florida-Licensed Underground Utility Contractor who specializes in recreational park construction. Subcontractors shall be Florida licensed in their trade. Additional information regarding Contractor's past performance and from references may be requested and considered to determine the Contractor's qualifications. BIDs may be deemed nonresponsive if not accompanied by proof of State of Florida General Contractor's and/or Underground Utility Contractor's License. The project may be reimbursed by the Federal Emergency Management Agency (FEMA) as part of Disaster Recovery from Hurricane Michael FEMA Project No. DR No. 4399 (Damage Nos. 253095, and 253096).

It is imperative that Bidders examine and become familiar with the Public Assistance Program established by the Federal Emergency Management Agency (FEMA).

Funding for the project may be made possible through this grant and is contingent on strict conformance to the guidelines set forth by Florida Department of Emergency Management (FDEM) and FEMA.

Bidders shall comply with the Federal Regulations Contract Requirements found in ATTACHMENT 2 - SUPPLEMENTAL CONDITIONS (FEDERAL REGULATIONS) of this contract document package.

### **BID DEADLINE/DELIVERY**

SEALED BIDS will be received up until **2:00 p.m. (CDT) on Tuesday, June 21, 2022** for **ITB 2022-04 – CITY OF PARKER – PARKER SPORTS COMPLEX – PHASE 1**. BIDs will be publicly opened during the City Council meeting at 5:30 p.m. on Tuesday, June 21, 2022. Late submissions will not be accepted. Each BID shall be valid to the City of Parker

for a period of 90 days after the Bid Opening.

BIDs shall be delivered to:

**Ms. Taylor Jeffreys  
Public Works Administrator  
City of Parker Florida  
1001 West Park Street  
Parker, Florida 32404**

BIDs shall be received by the OWNER no later than the BID deadline. BIDDERS should submit one (1) original BID package labeled as “Original.” BIDs shall be enclosed in a sealed envelope bearing the title of the work, the name of the BIDDER and the date of Bid Opening. It is the sole responsibility of the BIDDER to ensure that the BID is received on time. Late BIDs will not be accepted. The OWNER will publicly open and read aloud each BID. Once the OWNER has determined the lowest, responsive, responsible BIDDER and has verified all BIDDER documentation, the selected BIDDER will be notified of intent to award the BID and to start the contract process.

### **SPECIAL ACCOMMODATION**

Any person requiring a special accommodation at a Bid Opening because of a disability should call the City Clerk at (850) 871-4104 at least 5 workdays prior to the Bid Opening. For Hearing Impaired, Dial 1-800-955-8771 (TDD), and 1-800-955-8770 (Voice).

### **BID DOCUMENTS**

Electronic versions of the solicitation documents are available on the City’s webpage at [www.cityofparker.com](http://www.cityofparker.com). Hard copies of the solicitation documents are also available at Parker City Hall, located at 1001 West Park Street, Parker, Florida 32404.

### **POINT OF CONTACT**

The OWNER’s representative, Mandy O’Regan, Project Administrator with Anchor CEI ([moregan@anchorcei.com](mailto:moregan@anchorcei.com)) is the only point of contact for this ITB. Under no circumstances may a BIDDER contact any City Council Member or other City employee concerning this ITB until after the contract has been awarded. Any such contact may result in disqualification.

### **QUESTIONS**

BIDDERS shall submit all questions, in writing, to Mandy O’Regan at [moregan@anchorcei.com](mailto:moregan@anchorcei.com). All questions shall be submitted no later than 5:00 p.m. (CST) on **Friday, June 10, 2022**.

**PLAN HOLDERS LIST**

Those who wish to be included on the Plan Holders list, must submit Name, Company, Address, Telephone Number, and E-mail Address to Mandy O'Regan at [moregan@anchorcei.com](mailto:moregan@anchorcei.com). This list will be used during the issuance of any addenda.

**ADDENDA**

Addenda issued after the initial specifications are released will be posted on the City's website at [www.cityofparker.com](http://www.cityofparker.com). In addition, those who have submitted contact information to Ms. O'Regan as detailed above for the Plan Holder's List will be notified via e-mail of all addenda. It is the responsibility of the BIDDER prior to submission of any proposal to check the above website or contact the City of Parker to verify if any addenda have been issued. The receipt of all addenda must be acknowledged on the addenda response sheet provided within this BID package. Please e-mail Mandy O'Regan, Anchor (OWNER's Representative), at [moregan@anchorcei.com](mailto:moregan@anchorcei.com) with questions regarding the issuance of addenda.

**BID FORM**

To receive consideration, all BIDs shall be made on the forms provided herein, properly executed and with all items filled out. Do not change the wording of the Bid Form and do not add words to the wording of the Bid Form. Alterations by erasure or interlineations must be explained or noted in the BID over the signature of the BIDDER.

**COMPLETE BID AMOUNTS; EXAMINATIONS OF SPECIFICATIONS; WORK SITES**

BIDs shall be calculated as detailed in the Bid Tab of the Bid Form and as outlined in the Measurement and Payment section.

Prices shall include all charges for completing the construction of the watermain as depicted on the Contract Drawings to include layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items needed to complete the BID.

No allowance will be made to any BIDDER because of a claimed lack of examination or knowledge.

The submission of a BID shall be construed as conclusive evidence that the BIDDER has made such examination.

**WITHDRAWAL OF BIDS**

Any BIDDER may withdraw his/her BID, either personally or by written request, at any time prior to the Bid Opening Date as posted in this ITB.



A BIDDER may not withdraw his BID for a period of 90 days after the date of Bid Opening and all BIDs shall be subject to acceptance by the OWNER during this period.

**CANCELLATION**

The OWNER may cancel this ITB, or reject in whole or in part, when it is in the best interest of the OWNER, as determined by the City Council or their designee. Notice of cancellation shall be posted on the City website.

The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

**BASIS OF AWARD**

The contract will be awarded to the lowest, responsive, responsible BIDDER who has proposed the lowest qualified base bid and is deemed qualified by the City of Parker, subject to the OWNER's right to reject any or all BIDs and to waive informality and irregularity in the BIDs and proposing or to accept other than the lowest BID when considered to be in the best interest of the OWNER.

**RIGHT TO REJECT**

In accordance with OWNER policies, the OWNER reserves the right to:

1. Reject any or all BIDs received.
2. Select and award any portion of any or all BID items.
3. Waive minor informalities and irregularities in the Respondent's BID.

A BID may be rejected if it is non-responsive or does not conform to the requirements and instructions in this ITB. A BID may be non-responsive by reasons, including, but not limited to:

1. Failure to utilize or complete prescribed forms.
2. Conditional BIDs.
3. Incomplete BIDs.
4. Indefinite or ambiguous BIDs.
5. Failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of BIDs include:

1. Evidence of collusion.
2. Obvious lack of experience or expertise to perform the required work.
3. Submission of more than one BID for the same work from an individual.
4. Respondent or corporation under the same or a different name.

5. Failure to perform or meet financial obligations on previous contracts.
6. Not delivered on or before the date and time specified as the due date for submission of the BID.

### **EXECUTION OF AGREEMENT**

The successful BIDDER shall, within 10 business days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the OWNER all required Contract Documents. The AWARDED BIDDER shall also deliver the policies of insurance or insurance certificate as required.

All insurance documents shall be approved by the OWNER before the successful BIDDER may proceed with the work. The execution of the Agreement shall be contingent upon the AWARDED CONTRACTOR obtaining all required building permits.

### **CONSTRUCTION TIME**

The Agreement will include a stipulation that the work be completed in a period of 90 calendar days following receipt of the Notice to Proceed.

Should the CONTRACTOR fail to complete the work by the specified date, the OWNER shall deduct from the Contract Sum the amount of \$100.00 per calendar day as liquidated damages for every day subsequent to the specified date until the work is fully completed and receipted by the OWNER as being completed. For purposes of time calculation, day one of the project is the calendar day after the Notice to Proceed date.

### **PAYMENTS**

Payments shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Florida Statutes.

### **LICENSING**

BIDDER shall be properly licensed for the work specified in this Invitation to Bid. All BIDDERS are requested to submit any required license(s) with their BIDs. License(s) must be effective as of the Bid Opening date and must be maintained throughout the contract period. Failure to be properly licensed as stated above will result in the rejection of the BID as nonresponsive.

### **PUBLIC RECORDS**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable state or federal law, all BIDDERS should be aware that BIDs, responses, and proposals are in the public domain.

BIDDERS must identify specifically any information contained in their response which they

consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing, specifically the applicable exempting law.

Pursuant to Florida Statute Section 119.071(1)(b), BIDs received as a result of this ITB will not become public record until such time as the OWNER provides notice of an intended decision or until 30 days after opening the BIDs, whichever is earlier.

### **EXEMPTION OF MEETINGS/PRESENTATIONS**

Pursuant to Florida Statute Section 286.0113(2), any portion of a meeting at which a negotiation with a contractor is conducted pursuant to a competitive solicitation, at which a contractor makes an oral presentation as part of a competitive solicitation, or at which a contractor answers questions as part of a competitive solicitation are exempt from public meeting requirements.

However, the OWNER must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of Section 119.07(1), Florida Statute (2015) and Section 24(a), Article I of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the BIDs, submittals, or final replies, whichever occurs earlier.

If the OWNER rejects all BIDs, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from Section 119.07(1), Florida Statute (2015) and Section 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all BIDs, submittals, or replies.

### **REPRESENTATIONS**

The Contract Documents contain the provisions required for the project. Information obtained from an office, Director, or employee of the OWNER for any other person shall not affect the risks or obligations assumed by the BIDDER or relieve the BIDDER from fulfilling any of the conditions of the contract.

### **PUBLIC ENTITY CRIMES STATEMENT**

A person or affiliate who has been placed on the convicted contractor list following a conviction for a public entity crime may not submit a BID on a contract to provide any goods or services to a public entity, may not submit a BID on a contract with a public entity for the construction or repair of a public building or public work, may not submit

BIDs on leases of real property to a public entity, may not be awarded or perform work as a contractor, contractor, 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 for a period of 36 months from the date of being placed on the convicted contractor list.

By submission of a proposal in response to this document, the contractor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

### **EMPLOYMENT ELIGIBILITY VERIFICATION**

CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the CONTRACTOR during the term of the Contract to perform employment duties within Florida; and
2. All persons, including contractors, subcontractors, assigned by the CONTRACTOR to perform work pursuant to the contract with the DHS and OWNER. By submission of a proposal in response to this document, the CONTRACTOR certifies compliance with the above requirements.

### **WARRANTY**

All goods and services furnished by BIDDER, relating to and pursuant to this ITB, will be warranted to meet or exceed the specifications contained herein. In the event of a breach, the BIDDER will take all necessary action, at BIDDER's expense, to correct such breach in the most expeditious manner possible.

### **SUBCONTRACTORS**

The AWARDED BIDDER will be the prime service provider and shall be responsible for all work performed and contract deliverables. Proposed use of subcontractors should be included in the BIDDER's Response. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by the OWNER. The OWNER reserves the right to request and review information in conjunction with its determination regarding a subcontract request. All subcontractors are subject to the same requirements of this solicitation as the AWARDED BIDDER.

The AWARDED BIDDER is the single point of contact for all work performed on the awarded project.

AWARDED BIDDER shall provide a single point of contact for matters in relation to the construction, as follows:

1. Name
2. Phone Number(s)
3. Email Address

**HOLD HARMLESS AND INDEMNIFICATION**

1. The AWARDED BIDDER shall indemnify and hold harmless the OWNER, and its officers, agents, attorneys and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with contractor's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the contractor, or by any other person.
2. The parties understand and agree that such indemnification by the contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Contract and any statutes of limitations thereafter.
3. The AWARDED BIDDER's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**DUTY TO PAY DEFENSE COSTS AND EXPENSES**

1. The AWARDED BIDDER agrees to reimburse and pay on behalf of the OWNER the cost of the OWNER legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all:
  - a. claims described in the Hold Harmless and Indemnification paragraph; or,
  - b. other claims arising out of the contractor's performance of the Contract and in which the OWNER has prevailed.
2. The OWNER shall choose its legal defense team, experts, and consultants and invoice the AWARDED BIDDER accordingly for all fees, costs, and expenses upon the conclusion of the claim.
3. Such payment on the behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

**BONDS**

A Bid Bond, in the amount of 5% of the proposed Base Bid contract amount, shall accompany each bid. The successful BIDDER's security will be retained until the contract has been signed and the BIDDER has furnished the required Public Construction Bond. The OWNER reserves the right to retain the security of the next BIDDER until the selected BIDDER enters into contract or until 90 days after Bid Opening, whichever is shorter. All other BID security will be returned as soon as practicable.

Prior to signing the Contract, the AWARDED BIDDER will secure and post a Public Construction Bond pursuant to Section 255.05 of the Florida Statutes. All such bonds shall be issued by a Surety acceptable to the OWNER. The OWNER will designate to whom subject bonds shall be posted.

Failure or refusal to furnish adequate bonds in a satisfactory form shall subject the AWARDED BIDDER to loss of time from the allowable construction period equal to the time of delay in furnishing the required bonds.

**TERMINATION FOR CONVENIENCE**

The OWNER may terminate any awarded contract at any time for any reason by giving at least a 30-day notice in writing to the AWARDED BIDDER. If the contract is terminated by the OWNER as provided herein, the AWARDED BIDDER will be entitled to receive payment for those services reasonably performed to the date of termination.

**TERMINATION FOR CAUSE**

This Contract may be terminated by the OWNER if the AWARDED BIDDER is found to have submitted a false certification as required under Section 215.471 (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.

If the AWARDED BIDDER fails to comply with any of the terms and conditions of the awarded Contract, the OWNER may give notice, in writing, to the AWARDED BIDDER of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the OWNER may, with no further notice, declare the awarded contract to be terminated. The AWARDED BIDDER will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the OWNER by reason of the AWARDED BIDDER's failure to comply with the awarded Contract.

Notwithstanding the above, the AWARDED BIDDER is not relieved of liability to the

OWNER for damages sustained by the OWNER by virtue of any breach of this Contract by the AWARDED BIDDER and the OWNER may withhold any payments to the AWARDED BIDDER for the purpose of setoff until such time as the amount of damages due the OWNER from the AWARDED BIDDER is determined.

### **BID PROTEST**

A notice of protest must be submitted within three business days after posting of the recommendation of award on the City website at [www.cityofparker.com](http://www.cityofparker.com). The protest must be in writing, via e-mail or letter and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. The notice of protest is considered filed when it is received by the City Clerk. Further information may be found in the City Code.

### **ANTICIPATED SCHEDULE**

This schedule may be altered solely at the OWNER's discretion:

<b>ITB Advertisement:</b>	Friday, May 20, 2022, and Friday, June 3, 2022
<b>Questions Due Date:</b>	Friday, June 10, 2022 (5:00 p.m. CST)
<b>Bid Deadline:</b>	Tuesday, June 21, 2022 (2:00 p.m. CST)
<b>Bids Read Aloud at Council Meeting:</b>	Tuesday, June 21, 2022 (5:30 p.m. CST)
<b>Award Recommendation Council Meeting:</b>	Tuesday, July 5, 2022
<b>Installation Complete:</b>	Within 90 days of Notice to Proceed

### **BID CHECKLIST**

Please submit one original of the items on the following list and any other items required by any section of this ITB. The checklist is provided as a courtesy and may not be all inclusive of items required within this ITB.

1. VALID FLORIDA-REGISTERED GENERAL CONTRACTOR'S AND/OR UNDERGROUND UTILITY CONTRACTOR'S LICENSE
2. BID FORM
3. BID BOND
4. ADDENDUM ACKNOWLEDGEMENT
5. ANTI-COLLUSION CLAUSE
6. CONFLICT OF INTEREST DISCLOSURE FORM
7. IDENTICAL TIE BIDS/DRUG FREE WORKPLACE
8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
9. 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING



# **TECHNICAL SPECIFICATIONS**



**SECTION 01046  
SPECIAL PROVISIONS**

**PART 1 - GENERAL**

**1.01 CONSTRUCTION AREAS**

- A. The CONTRACTOR shall:
1. Limit use of the construction areas for work and for storage to allow for:
    - a. Work by other contractors.
    - b. Utilities Use.
    - c. OWNER use.
    - d. Public use.
  2. Coordinate use of Work site under direction of Project Representative.
  3. Assume full responsibility for the protection and safekeeping of materials and products under this Contract, stored on or off the site.
  4. Move any stored products, under CONTRACTOR's control, which interfere with operations of the OWNER, Utilities, or any separate contractor.
  5. Obtain and pay for the use of additional lay down areas needed for operations.

**1.02 SPECIFICATIONS**

- A. All Work called for in the Specifications applicable to this Contract, but not shown on the plans in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the plans or the Specifications but involved in carrying out their intent or in the complete and proper execution of the Work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described.
- B. The apparent silence of the specifications as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation shall be made on the basis of these specifications.

- C. The inclusion of the General Requirements (or work specified elsewhere) in the General part of the specifications is only for the convenience of the CONTRACTOR and shall not be interpreted as a complete list of related Specification Sections.

### **1.03 WORK PROGRESS**

- A. The CONTRACTOR shall construct the Work as shown on the drawings and provide equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will ensure the completion of the Work within the Contract Time.
- B. If at any time project execution appears to be inefficient, inappropriate, or insufficient for securing the quality of Work required or for producing the necessary rate of progress, the Project Representative may request the CONTRACTOR to increase the efficiency, change the character or increase the project equipment, and the CONTRACTOR shall conform to such request.
- C. Failure of the Project Representative to give such request shall in no way relieve the CONTRACTOR of its obligations to secure the quality of the work and rate of progress required.

### **1.04 PRIVATE LAND**

- A. The CONTRACTOR shall not enter or occupy private land outside of the construction site or easements, except by written permission of the landowner.

### **1.05 WORK LOCATIONS**

- A. Structures, pipelines, and equipment shall be substantially located as indicated on the Drawings, but the ENGINEER through the Project Representative reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

### **1.06 OPEN EXCAVATIONS**

- A. All open excavations shall be adequately safeguarded by the CONTRACTOR by providing temporary barricades, caution signs, lights and other appropriate means to prevent accidents to persons and damage to property.
- B. The CONTRACTOR shall, at its own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen.

- C. Bridges provided for access during construction shall be removed when no longer required.
- D. The length or size of excavation will be controlled by the particular surrounding conditions. The Project Representative may require special construction procedures such as limiting the length of the open trench, prohibiting the stacking of excavated material in the street, or requiring that the trench shall not remain open overnight.
- E. The CONTRACTOR shall take precautions to prevent injury to the public due to open trenches. All trenches, excavated material, equipment, or other obstacles which could be dangerous to the public shall be properly signed, appropriately barricaded at all times, and well lit.
- F. The CONTRACTOR shall adhere to the requirements of Chapter 553 Part III of the Florida Statutes entitled Trench Safety Act and The United States Department of Labor Occupational Safety and Health Administration (O.S.H.A.) Excavation Safety Standards 29 CFRs 1926.650 Subpart P.

#### **1.07 TEST PITS**

- A. Test pits for the purpose of locating all known and unknown underground pipelines, utilities, or structures in advance of the construction shall be excavated and backfilled by the CONTRACTOR at the direction of the Project Representative.
- B. Test pits shall be immediately backfilled after their purpose has been satisfied and the surface restored and maintained in a manner satisfactory to the Project Representative.
- C. No separate payment will be made for such test pit obligations.

#### **1.08 CARE AND PROTECTION OF PROPERTY**

- A. The CONTRACTOR shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto.
  - 1. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work on the part of the CONTRACTOR, such property shall be restored by the CONTRACTOR, at its expense, to a condition similar or equal to that existing before the damage was done or make good the damage in other manner acceptable to the OWNER and Project Representative.

- B. All sidewalks, mailboxes, and driveways which are disturbed by the CONTRACTOR's operations shall be restored to their original construction or better and in accordance with best practice and the requirements of the Contract Documents.
- C. Along the location of this Work, all fences, walks, bushes, trees, shrubbery, and other physical features shall be protected and restored in a thoroughly workmanlike manner.
  - 1. Fences and other features removed by the CONTRACTOR shall be replaced in the location and by the date indicated by the Project Representative.
  - 2. All grass areas beyond the limits of construction which have been damaged by the CONTRACTOR shall be regraded, seeded, and re-established as before damage.
- D. Trees close to the work shall be boxed or otherwise protected against injury.
  - 1. The CONTRACTOR shall trim all branches that are liable to be damaged because of construction operations, but in no case shall any tree be cut or removed without prior notification or written approval of the Project Representative.
  - 2. All injuries to bark, trunk, limbs, and roots of trees shall be repaired by dressing, cutting, and painting according to appropriate methods, using only appropriate tools and materials.
  - 3. All landscaping to be removed shall be documented and replaced with like kind or better and re-established as before removal.
  - 4. All palm trees shown on plans shall be spaded out, protected, temporarily stored, and replaced to their same location(s).
- E. The protection, removal, and replacement of existing physical features along the line of Work shall be a part of the Work under the Contract, and all costs in connection therewith shall be included in the lump sum prices.

**1.09 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES**

- A. The CONTRACTOR shall assume full responsibility for the protection of all public or private buildings, structures, and utilities, including poles, signs, services to buildings, utilities in the street, gas pipes, water pipes, hydrants, sewers, storm drains and electric and telephone cables, whether or not they are shown on the Drawings.

1. The CONTRACTOR shall carefully support and protect all such structures and utilities from injury of any kind.
  2. Any damage resulting from the CONTRACTOR's operations, or any of its subcontractors, shall be repaired at its expense.
- B. The CONTRACTOR shall bear full responsibility for obtaining all locations of underground structures and utilities (including existing water services, drain lines and sewers). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the CONTRACTOR.
- C. Protection and temporary removal and replacement of existing utilities and structures shall be a part of the Work under the Contract and all costs in connection therewith shall be included in the lump sum price.
- D. The CONTRACTOR shall be responsible to maintain water, telephone, power, cable TV, sewer, gas, and other related utilities throughout construction at no additional cost to OWNER.
- E. The CONTRACTOR shall fully cooperate with all private and public utilities during the installation of new facilities or relocation of existing facilities. The CONTRACTOR shall coordinate its work accordingly and shall have no claim except for time extension for delays associated with the proposed utility improvements.

#### **1.10 WATER FOR CONSTRUCTION PURPOSES**

- A. In locations where public water supply is available, the CONTRACTOR may purchase water for construction purposes.
- B. The express approval of the OWNER shall be obtained before using water.
1. Waste of water by the CONTRACTOR shall be sufficient cause for withdrawing the privilege of unrestricted use.
  2. Hydrants shall only be operated under the supervision of the appropriate utility personnel.
- C. All water drawn from a public water supply shall be metered using a meter supplied by the appropriate utility, and CONTRACTOR shall pay OWNER based on water usage according to such metering.

#### **1.11 MAINTENANCE OF FLOW**

- A. The CONTRACTOR shall at its own cost, provide for the flow of sewers, drains and water courses interrupted during the progress of the work, and shall immediately cart away and remove all offensive matter.

- B. The entire procedure of maintaining existing flow shall be fully coordinated with the Project Representative in advance of the interruption of any flow.

#### **1.12 CLEANUP AND DISPOSAL OF EXCESS MATERIAL**

- A. During the course of the Work, the CONTRACTOR shall keep the construction site in a reasonably clean and neat condition.
  - 1. The CONTRACTOR shall dispose of all residues resulting from the construction Work and, at the conclusion of the Work, shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures, and any other refuse remaining from the construction operations.
  - 2. The CONTRACTOR shall leave the entire site of the Work in a neat, orderly, and restored condition.
- B. In order to prevent environmental pollution arising from the construction activities related to the performance of this Contract, the CONTRACTOR and its subcontractors shall comply with all applicable federal, state and local laws and regulations concerning waste material disposal, as well as any other specific requirements stated elsewhere in these Specifications or the Contract Documents.

#### **1.13 MAINTENANCE OF ACCESS**

- A. Portions of the Work are located in developed areas requiring access for fire, police, emergency, and other city, state, or federal agencies to be provided and at least one free lane must be available at all times for all traffic.
- B. The CONTRACTOR shall arrange operations in these areas to meet these requirements and secure approval or operating procedures from the City of Panama City Beach (OWNER) or Florida Department of Transportation (FDOT) as the case may be.

#### **1.14 MAINTENANCE OF TRAFFIC**

- A. Open pits, trenches, unpaved streets, debris, or other obstructions due to construction that will prevent the normal flow of traffic during an extended construction stoppage, for any reason, shall be minimized.
- B. In the event an extended construction stoppage is found to be necessary CONTRACTOR shall, at its own expense, maintain normal traffic flow during extended construction stoppage.

- C. All excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times.
- D. If construction operations cause traffic hazards, the CONTRACTOR shall repair the road surface, provide temporary roadways, erect wheel guards or fences, or take other satisfactory measures for safety, subject to approval by the Project Representative.
- E. Detours around construction areas will be subject to the approval of the Project Representative. Where detours are permitted, the CONTRACTOR shall provide all necessary barricades and signs as required by the Project Representative to divert the flow of traffic. While traffic is detoured, the CONTRACTOR shall expedite construction operations and the Project Representative will strictly control periods when traffic is being detoured.

#### **1.15 CONNECTION TO WORK BY OTHERS**

- A. If construction by others occurs at the same time and in the same areas as Work being done under this Contract, the CONTRACTOR shall conduct operations as follows:
  - 1. Force Mains, Reuse Mains and Water Mains:
    - a. If shown on the Drawings, pipelines constructed under this Contract may be connected to pipelines to be built by others.
    - b. Pipelines built under this Contract will be connected to pipelines constructed by others by removing the plugs at both ends of the pipeline segment and making the connection.
    - c. If the pipelines have not been constructed by others, the pipeline under this Contract shall be laid to the required line and grade, terminated with a plugged connection, precisely at the location of the connection indicated on the Drawings, and then backfilled and marked with a stake and the connection made later as specified in sub-paragraph “b” above.

#### **1.16 PROTECTION OF CONSTRUCTION AND EQUIPMENT**

- A. All newly constructed Work shall be carefully protected from any injury or damage. The CONTRACTOR shall not allow any wheeling or walking or placing of heavy loads on any newly constructed Work. All portions injured or damaged shall be reconstructed by the CONTRACTOR at its own expense.

- B. All structures shall be protected in a manner approved by the Project Representative. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation by OWNER for the materials and labor required. Further, the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein, for at least the guarantee period described in the Contract.
- C. The CONTRACTOR shall take all necessary precautions to prevent damage to any structure due to water pressure during and after construction and until such structure is accepted and taken over by the OWNER.
- D. The CONTRACTOR shall maintain the work during construction and until the project is accepted.
  - 1. Such maintenance shall constitute continuous and effective work executed daily, with adequate equipment, and forces in order that the roads or structures are kept in satisfactory condition at all times.
  - 2. In the case of a contract for the placing of a previously constructed course or subgrade, the CONTRACTOR shall maintain the previous course or subgrade during all construction operations.
- E. All cost of maintenance work during construction and before the project is accepted shall be included in the contract price and the CONTRACTOR will not be paid an additional amount for such work.

#### **1.17 WORKING HOURS**

- A. Regular working hours are defined as up to 10 hours per day, Monday through Friday, beginning no earlier than 7:00 a.m. and ending no later than 5:00 p.m., excluding holidays.
- B. The CONTRACTOR shall not work on holidays.
- C. The Contract Time shall not be extended due to holidays falling within the Contract Time.
- D. All Work performed by the CONTRACTOR is subject to observation at all times by the OWNER and its agents, including the Project Representative.
- E. Requests to work outside of the defined regular working hours must be submitted in writing to the Project Representative, at least 48 hours prior to any proposed weekend work or scheduled extended workweeks.



- F. Periodic unscheduled overtime on weekdays will be permitted provided that 2 hours' notice is provided to the Project Representative. Maintenance of the CONTRACTOR's equipment and cleanup may be performed during hours other than regular working hours.
- G. Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Sub-article 8-6.4 (Pages 88-89) regarding "Suspension of CONTRACTOR's Operations – Holidays and Special Events" applies to this Project.
- H. The CONTRACTOR shall reimburse the OWNER for additional engineering and/or inspection costs incurred as a result of overtime work in excess of the regular working hours.
  - 1. At OWNER'S option, overtime costs may either be deducted from the CONTRACTOR's monthly payment request or deducted from the CONTRACTOR's retention prior to release of final payment.
  - 2. ENGINEERING/Inspection costs shall be calculated at the following rates:
    - a. Professional ENGINEER \$210.00
    - b. Project ENGINEER \$180.00
    - c. Sr. Field Representative \$115.00
    - d. Field Representative \$95.00

#### **1.18 MEETINGS**

- A. Immediately after awarding the Contract but before construction Work begins, the CONTRACTOR shall attend a preconstruction conference as scheduled by the Project Representative to review construction aspects of the project and to provide required preconstruction submittals and other documentation.
- B. In addition, the CONTRACTOR shall attend weekly meetings scheduled by the Project Representative to discuss Contract progress, near term scheduled activities, including utility relocations, as well as problems and proposed solutions. The CONTRACTOR shall submit a 2-week planning schedule at each weekly meeting, showing the work planned for the next 2 weeks in bar chart format, identifying current and planned activities and related contract schedule work activities, including subcontractor work. The planning schedule shall designate all activities that are controlling work items as determined by the currently accepted contract schedule.

- C. The CONTRACTOR shall also attend other meetings as may be required by OWNER or Project Representative from time to time to discuss, coordinate, and resolve specific issues, problems, change orders or disputes.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION (Not Applicable)**

**END OF SECTION 01046**

**SECTION 01150  
MEASUREMENT AND PAYMENT**

**PART 1 - SCOPE OF WORK**

- A. The scope of this section of the Contract Documents is to further define the items included in each Bid Item in the Bid Proposal section of these Specifications.
- B. Payment will be made based on the specified items included in the description in this section for each bid item.

**1.02 GENERAL**

- A. All Contract Prices included in the Bid Proposal section will be full compensation for all labor, materials, tools, equipment, and incidentals necessary to complete the construction as shown on the drawings and/or as specified in the Contract Documents to be performed under this contract.
- B. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction in the manner set up for each item in this section of the specifications.
- C. Payment for all items listed in the Bid Form will constitute full compensation for all work shown and/or specified to be performed under this project.

**1.03 ESTIMATED QUANTITIES**

- A. The quantities shown are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made.
- B. The OWNER/ENGINEER does not assume any responsibility for the final quantities, nor shall the CONTRACTOR claim misunderstanding because of such estimate of quantities.
- C. Final payment will be made only for satisfactorily completed quantity of each item.

**1.04 WORK OUTSIDE AUTHORIZED LIMITS**

- A. No payment will be made for work constructed outside the authorized limits of work.

**1.05 MEASUREMENT STANDARDS**

- A. Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally or vertically.

**1.06 AREA MEASUREMENTS**

- A. In the measurement of items to be paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the final dimensions measured along the surface of the completed work within the neat lines shown or designated.

**1.07 LUMP SUM ITEMS**

- A. Where payment for items is shown to be paid on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item.
- B. Lump sum bid items shall be complete, tested and fully operable prior to request for final payment.
- C. Measurement shall be based upon the ENGINEER's estimate of percent complete per partial payment period.

**1.08 UNIT PRICE ITEM**

- A. Separate payment will be made for the items of work described herein and listed on the Bid Form.
- B. Any related work not specifically listed but required for satisfactory completion of the work shall be considered to be included in the scope of the appropriate listed work items.

**1.09 OTHER PROVISIONS**

- A. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work unless indicated otherwise in the individual bid item.
  - 1. Sheeting and shoring.
  - 2. Clearing, grubbing, and grading.
  - 3. Replacement and/or repair of existing utilities damaged during construction.
  - 4. Trench excavation, including necessary pavement removal, rock removal, muck removal and restoration unless a separate bid item is listed in the Bid Form.
  - 5. Ditch and swale restoration.

6. Dewatering and disposal of surplus water, including permitting if required.
  7. Bypass pumping.
  8. Structural fill, backfill and grading.
  9. Adjusting existing valve boxes, manhole frames and covers and other structures.
  10. Foundation and borrow materials.
  11. Placing system in operation.
  12. Any material and equipment required to be installed and utilized for the tests.
  13. Maintaining the existing quality of service during construction.
  14. Appurtenant work as required for a complete and operable system.
- B. Final payment shall not be requested by the CONTRACTOR or made by the OWNER until record drawings have been submitted to the ENGINEER.

**PART 2 - PRODUCTS (NOT APPLICABLE)**

**PART 3 - EXECUTION**

**3.01 BASE BID**

- A. BID ITEM NO. 1 - MOBILIZATION/DEMOBILIZATION
1. Payment for all work included under this Bid Item will be made at the lump sum price bid for mobilization and demobilization of all labor, equipment, materials, and appurtenances necessary for construction of the project.
  2. Mobilization shall include all those operations necessities for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities.
  3. Also, included as part of this Bid Item is the cost for project indemnifications, photographs, shop drawings, working drawings, schedules, record documents (excluding as-builts), coordination, phasing, and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials.

4. The lump sum price for mobilization/demobilization will be limited to 10% of the total Base Bid Amount.
5. The initial 70% of the lump sum price will be payable with the first month's partial payment.
6. The remaining thirty percent (30%) will be payable with the final partial payment.
7. Measurement for this bid item will be lump sum. The lump sum price for mobilization/demobilization will be limited to 10% of the total contract base bid amount.

**B. BID ITEM NO. 2 – BONDS AND INSURANCE**

1. Payment for this bid item shall be made at the lump sum price bid for all bonds and insurance policies as required by the Contract Documents.
2. Payment will be made only after proper documentation is provided to the ENGINEER. Measurement of this bid item shall be lump sum.
3. THIS ITEM BID SHALL NOT EXCEED 5.0% OF THE ENTIRE CONTRACT BID AMOUNT.

**C. BID ITEM NO. 3 – EROSION CONTROL**

1. Payment for all work included under this bid item will be made at the lump sum price bid for all work associated with the prevention, control and abatement of erosion and water pollution in accordance with the contract documents.
2. Payment shall include all items and incidentals necessary to complete the work in conformance with NPDES and other permit requirements.
3. Measurement for work included under this bid item will be lump sum.

**D. BID ITEM NO. 4 – LAYOUT AND AS-BUILTS**

1. Payment for the work included under this bid item shall be made at the lump sum price bid for all work associated with furnishing all layouts of the improvements as well as surveys and preparation of record drawings as required under the contract documents.
2. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.

3. Measurement for the work included under this bid item shall be lump sum.

**E. BID ITEM NO. 5 – SITEWORK**

1. Payment for all work included under this bid item will be made as a percentage of work completed for all work related to demolition, clearing, and grubbing of site in accordance with the contract documents.
2. Payment shall include, but not be limited to site work, demolition, and removal of existing and/or damaged fencing, various damaged court material, clearing land and grubbing site as required and associated work or materials.
3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.

**F. BID ITEM NO. 6 – BASKETBALL COURTS**

1. Payment for this Bid Item will be made at the contract lump sum bid price and shall include all labor, materials, and equipment to construct and/or resurface two basketball courts as indicated on the Contract Drawings.
2. This Bid Item includes placing asphalt, placing acrylic topping, placing white court striping per high school regulations, providing two regulation backboards with hoops, nets, and poles.
3. This Bid Item also includes excavation, disposal, backfill, compaction, and grading, restoration, sod, and clean-up of the site.
4. This Bid Item also includes all necessary incidentals and appurtenances that are needed for constructing both basketball courts as indicated on the Contract Drawings.
5. Measurement for the work included under this bid item shall percentage of work completed.

**G. BID ITEM NO. 7 – PICKLEBALL AND TENNIS COURTS**

1. Payment for this Bid Item will be made at the contract lump sum bid price and shall include all labor, materials, and equipment to resurface two pickleball courts and one tennis court as indicated on the Contract Drawings.
2. This Bid Item includes placing asphalt, placing acrylic topping, white placing striping, providing poles and netting.

3. This Bid Item also includes excavation, disposal, backfill, compaction, and grading, restoration, sod, and clean-up of the site.
4. This Bid Item also includes all necessary incidentals and appurtenances that are needed for resurfacing two pickleball and one tennis court as indicated on the Contract Drawings.
5. Measurement for the work included under this bid item shall percentage of work completed.

**H. BID ITEM NO. 8 – FENCING**

1. Payment for this Bid Item will be made at the contract lump sum bid price and shall include all labor, materials, and equipment to install chain link fencing around basketball courts, pickleball courts, tennis courts, and the small and large dog run areas.
2. This Bid Item includes all appurtenances necessary to install chain link fencing (e.g., material, posts, gates, top rails, etc.) in those areas indicated on the Contract Drawings.
3. This Bid Item also includes excavation, disposal, backfill, compaction, and grading, restoration, sod, and clean-up of the site.
4. Measurement for the work included under this bid item shall percentage of work completed.

**I. BID ITEM NO. 9 – RESTORATION**

1. Payment for all work included under this bid item will be made as a percentage of work completed for all work related to restoring each area disturbed to pre-construction conditions and shall include seeding or sodding in areas where construction disturbed landscape, in accordance with the contract documents.
2. Payment shall include, but not be limited to site restoration, removal and replacement of landscaping, fencing, drainage and other required and associated work or materials.
3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.

**END OF SECTION 01150**



## **SECTION 01300 SUBMITTALS**

### **PART 1 - GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

- A. The CONTRACTOR shall submit to the ENGINEER for review such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this Section called "Data"), and material samples (hereinafter in this Section called "Samples") as are required for the proper control of work, including but not limited to those working drawings, shop drawings, Data and Samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. The CONTRACTOR shall note that there are specific submittal requirements in other sections of these Specifications.
- C. The CONTRACTOR is to maintain an accurate updated submittal log and shall bring this log to each scheduled progress meeting with the PROJECT REPRESENTATIVE and the ENGINEER. This log shall be organized using the ten (10) character numbering system in subparagraph 1.6 F. This log should include the following items:
  - 1. Submittal Description and File Number assigned.
  - 2. Date to ENGINEER.
  - 3. Date returned to CONTRACTOR (from ENGINEER).
  - 4. Status of Submittal
    - a. Approved
    - b. Approved As Noted
    - c. Approved As Noted/Confirm
    - d. Not Approved/Resubmit
    - e. Not Approved
  - 5. Date of Resubmittal and Return (as applicable).
  - 6. Date material released (for fabrication).
  - 7. Projected date of fabrication.
  - 8. Projected date of delivery to site.
  - 9. Status of O&M submittal.

**1.02 SHOP DRAWINGS**

- A. When used in the Contract Documents, the term “shop drawings” shall be considered to mean CONTRACTOR’s plans for material and equipment which become an integral part of the Project. These drawings shall be complete and detailed and shall consist of the following:
  - 1. Fabrication.
  - 2. Erection and setting drawings and schedule drawings.
  - 3. Manufacturer’s scale drawings.
  - 4. Bills of material.
  - 5. Wiring and control diagrams.
  - 6. Inspection and test reports including performance curves and certifications as applicable to the Work.
- B. All details on shop drawings submitted for approval shall clearly show the elevations of the various parts to the main members and lines of the structure and/or equipment, and where correct fabrication of the Work depends upon field measurements, such measurements shall be made and noted on the shop drawings before being submitted for approval.
- C. See Shop Drawing Schedule requirements in Subparagraph 1.7 CONTRACTOR’S RESPONSIBILITY.

**1.03 PRODUCT DATA**

- A. Product data as specified in individual sections, include, but are not necessarily limited to the following, as applicable to the Work:
  - 1. Standard prepared data for manufactured products (sometimes referred to as catalog data), such as the manufacturer’s product specification and installation instructions.
  - 2. Availability of colors and patterns.
  - 3. Manufacturer’s printed statements of compliances and applicability.
  - 4. Roughing-in diagrams and templates.
  - 5. Catalog cuts.
  - 6. Product photographs.
  - 7. Standard wiring diagrams.

8. Printed performance curves and operational-range diagrams.
9. Production or quality control inspection and test reports and certifications.
10. Mill reports.
11. Product operating and maintenance instructions and recommended spare-parts listing storage instructions.
12. Printed product warranties.

#### **1.04 WORKING DRAWINGS**

- A. When used in the Contract Documents, the term “working drawings” shall be considered to mean the CONTRACTOR’s plans for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, groundwater control systems, forming and false work; for underpinning; and for such other work as may be required for construction but does not become an integral part of the Project.
- B. Working drawings shall be signed and sealed by a registered Professional ENGINEER, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculations or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use.
- C. Prior to commencing such Work, working drawings must have been reviewed without specific exceptions by the ENGINEER. Such review will be for general conformance and will not relieve the CONTRACTOR in any way from his responsibility with regard to the fulfillment of the terms of the Contract.
- D. All risks of error are assumed by the CONTRACTOR; the OWNER and ENGINEER shall have no responsibility, therefore.

#### **1.05 SAMPLES**

- A. General:
  1. The CONTRACTOR shall furnish, for the approval of the ENGINEER, samples required by the Contract Documents or requested by the ENGINEER.
  2. Samples shall be delivered to the ENGINEER as specified or requested and in quantities and sizes as specified.
  3. A minimum of two samples of each item shall be submitted unless otherwise specified.

4. The CONTRACTOR shall prepay all shipping charges on samples.
  5. Materials or equipment for which samples are required shall not be used in the Work until approved by the ENGINEER.
- B. Samples specified in individual sections, include, but are not necessarily limited to physical examples of the Work as applicable such as:
- a. Sections of manufactured or fabricated work.
  - b. Small cuts or containers of materials.
  - c. Complete units of repetitively used products.
  - d. Color/texture/pattern swatches and range sets.
  - e. Specimens for coordination of visual effect.
  - f. Graphic symbols.
  - g. Units of Work to be used by the ENGINEER or Project Representative for independent inspection and testing.
- C. The CONTRACTOR shall prepare a transmittal letter in triplicate for each shipment of samples to the ENGINEER.
1. The CONTRACTOR shall enclose a copy of this letter with the shipment and send a copy of this letter to the Project Representative.
  2. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.
- D. Approved samples not destroyed in testing shall be sent to the ENGINEER or stored at the site of the Work. Materials and equipment incorporated in the Work shall match the approved samples.
- E. Samples which fail testing or are not approved will be returned to the CONTRACTOR at their expense, if so, requested at time of submission.

#### **1.06 SUBMITTAL REQUIREMENTS**

- A. The CONTRACTOR shall review, approve, and submit, with reasonable promptness and in such sequence as shown on the Shop Drawing Submittal Schedule so as to cause no delay in the Contract Work or in the Work of the OWNER or any separate contractor, all shop drawings, product data, working drawings and samples required by the Contract Documents.

- B. The CONTRACTOR shall submit 10 copies of all shop drawings for the ENGINEER to review, of which the ENGINEER will retain 8 sets.
- C. All submittals shall be directly transmitted to the ENGINEER's office. Submittals to the Project Representative will not be accepted.
- D. Shop drawings, product data, working drawings and samples shall be furnished with the following information:
  - 1. Number and title of the drawing.
  - 2. Date of drawing or revision.
  - 3. Name of project building or facility.
  - 4. Name of contractor, subcontractor, and manufacturer submitting drawing.
  - 5. Clear identification of contents, location of the work, and the sheet numbers where the product is found in the contract drawings.
  - 6. CONTRACTOR Certification Statement.
  - 7. Submittal Identification Number.
  - 8. Contract Drawing Number Reference.
  - 9. A certification by the CONTRACTOR that states the following:
    - a. I hereby certify that the (equipment) (material) (article) shown and marked in this submittal is in compliance with the Contract Drawings and Specifications, can be installed in the allocated space, will be stored in accordance with the manufacturer's recommendations and the Specifications, and is submitted for approval.
- E. In accordance with Subparagraph 1.7 A, each shop drawing, working drawing, sample, and catalog data submitted by the CONTRACTOR shall have affixed to it the following Certification Statement, signed by the CONTRACTOR:
  - 1. Certification Statement:
    - a. By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers, and similar data and I have checked and coordinated each item with other

applicable approved shop drawings and all contractor requirements.

F. The CONTRACTOR shall utilize a 10-character submittal identification numbering system in the following manner:

1. The first character shall be a D, S, P, M, or R, which represents Shop/Working Drawing and other Product Data (D), Sample (S), Preliminary Submittal (P), Operating/Maintenance Manual (M), or Request for Information (R).
2. The next five digits shall be the applicable Specification Section Number.
3. The next three digits shall be the numbers 001 to 999 to sequentially number each item or drawing submitted under each specific section number.
4. The last character shall be a number 1 to 10, indicating the submission, or resubmission of the same Drawing, i.e., 1=1st submission, 2=2nd submission, 3=3rd submission, etc. A typical submittal number would be as follows:

**D 03300-008.2:**

<b>D</b>	<b>=</b>	<b>Shop Drawing</b>
<b>03300</b>	<b>=</b>	<b>Specification Section for Concrete</b>
<b>008</b>	<b>=</b>	<b>The eighth submittal under this specification section</b>
<b>2</b>	<b>=</b>	<b>The second submission (first resubmission) of that particular shop drawing.</b>

G. The CONTRACTOR shall submit a copy of each submittal transmittal sheet (for shop drawings, product data, working drawings and samples) to the Project Representative simultaneously with the CONTRACTOR's submission of said drawings, data, samples, or manual packages to the ENGINEER.

H. All items specified are not necessarily intended to be a Manufacturer's standard product.

1. Variations from specified items will be considered on an "or equal" basis.
2. If submittals show variations from Contract requirements because of standard shop practice or for other reasons, the CONTRACTOR shall describe such variations in the letter of transmittal and on the shop drawings along with notification of intent to seek contract adjustment.

3. If acceptable, proper adjustment in the Contract shall be implemented where appropriate.
  4. If the CONTRACTOR fails to describe such variations, responsibility will not be waived for executing the Work in accordance with the Contract, even though such drawings have been reviewed.
  5. Variations submitted but not described may be cause for rejection.
  6. Any variations initiated by the CONTRACTOR will not be considered as an addition to the scope of work unless specifically noted and then approved as such in writing by the ENGINEER.
- I. Data on materials and equipment shall include materials and equipment lists giving, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, material, size, finish, and all other pertinent data.
  - J. For all mechanical and electrical equipment furnished, the CONTRACTOR shall provide a list including the equipment name, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained. In addition, a maintenance and lubrication schedule for each piece of equipment shall be submitted.
  - K. The CONTRACTOR shall use the color "green" to make his remarks on the Submittals. Only the ENGINEER will utilize the color "red" in marking submittals.
  - L. Facsimiles or copies of facsimiles will not be accepted for review.

#### **1.07 CONTRACTOR'S RESPONSIBILITY**

- A. It is the duty of the CONTRACTOR to check, and coordinate with the work of all trades, all drawings, data, schedules, and samples before submitting them to the ENGINEER for review.
- B. Each and every copy of any drawing or data sheet larger than 11-inch by 17-inch shall bear CONTRACTOR's stamp showing that they have been so checked and approved.
- C. Drawings or data sheets 11-inch by 17-inch and smaller shall be bound together in an orderly fashion and bear the CONTRACTOR's stamp on the cover sheet.
- D. The cover sheet shall fully describe the packaged data and include a list of all sheet numbers within the package.

- E. Shop drawings submitted to the ENGINEER without the CONTRACTOR's stamp will be returned to the CONTRACTOR, without review at the ENGINEER's option, for conformance with this requirement.
- F. The CONTRACTOR shall review shop drawings, product data, and Samples prior to submission to determine and verify the following:
  - 1. Field measurements.
  - 2. Field construction criteria.
  - 3. Manufacturer's catalog numbers and similar data.
  - 4. Conformance with Specifications.
- G. Shop drawings shall indicate any deviations in the submittal from the requirements of the Contract Documents.
- H. Shop Drawing Schedule:
  - 1. At a time decided upon at the preconstruction meeting, the CONTRACTOR shall furnish to the Project Representative and ENGINEER, a Shop Drawing Schedule fixing the respective dates for the initial submission of shop and working drawings, the beginning of manufacture, testing, and installation of materials, supplies and equipment.
  - 2. This schedule shall be provided as a separate entity and indicate those submittals that are critical to the progress schedule.
- I. The CONTRACTOR shall prepare and sufficiently transmit each submittal in advance of performing the related work or other applicable activities, or within the time specified in the individual Work sections of the Specifications, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery, and similar sequenced activities. No extension of time will be authorized because of the CONTRACTOR's failure to transmit complete and acceptable submittals sufficiently in advance of the Work.
- J. The CONTRACTOR shall not begin any Work affected by a submittal returned not approved.
  - 1. Before starting this Work, all revisions must be corrected by the CONTRACTOR.
  - 2. After resubmittal they will be reviewed and returned by the ENGINEER.



3. If approved or approved as noted, then the CONTRACTOR may begin this Work.
  4. Any corrections made to the shop drawings are to be followed without exception.
- K. The CONTRACTOR shall submit to the ENGINEER all shop drawings and data sufficiently in advance of construction requirements to provide no less than 21 calendar days for review from the time the ENGINEER receives them. No less than 30 calendar days will be required for major equipment that requires review by more than one engineering discipline.
- L. The CONTRACTOR shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of Work prior to the review and approval by ENGINEER of the necessary shop drawings.
- M. All shop drawings, product data, working drawings and samples submitted by subcontractors for approval shall be sent directly to the CONTRACTOR for checking. The CONTRACTOR shall be responsible for their submission according to the approved shop drawing schedule so as to prevent delays in delivery of materials and project completion.
- N. The CONTRACTOR shall check all subcontractor's shop drawings, product data, working drawings and samples regarding measurements, size of members, materials, and details to satisfy himself that they are in conformance to the Contract Documents. Shop drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors for correction before submission to the ENGINEER.
- O. Requests for Information (RFI) shall be submitted on a standard form through the Project Representative. RFIs shall indicate their importance to the timely completion of the project. RFIs will be processed as a shop drawing unless there is an urgent need for immediate response.

**1.08 ENGINEER'S REVIEW OF SHOP DRAWINGS, PRODUCT DATA, WORKING DRAWINGS AND SAMPLES**

- A. The ENGINEER's review is for general conformance with the design concept and contract drawings.
1. Markings or comments shall not be construed as relieving the CONTRACTOR from compliance with the contract plans and specifications or from departures therefrom.

2. The CONTRACTOR remains responsible for details and accuracy, for coordinating the Work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.
- B. The review of shop drawings, data, and samples will be general. They shall not be construed:
1. As permitting any departure from the Contract requirements.
  2. As relieving the CONTRACTOR of responsibility for any errors, including details, dimensions, and materials.
  3. As approving departures from details furnished by the ENGINEER, except as otherwise provided herein.
- C. If the shop drawings, data or samples as submitted describe variations per Subparagraph 1.6H (above referenced) and show a departure from the Contract requirements which the ENGINEER finds to be in the interest of the OWNER and to be so minor as not to involve a change in Contract Price or Contract Time for performance, the ENGINEER may return the reviewed drawings without noting an exception.
- D. Submittals will be returned to the CONTRACTOR under one of the following codes:
1. Code Descriptions:
    - Code 1:** “**APPROVED**” is assigned when there are no notations or comments on the submittal. When returned under this code the CONTRACTOR may release the equipment and/or material for manufacture.
    - Code 2:** “**APPROVED AS NOTED**” is assigned when notations or comments have been made on the submittal pointing out minor discrepancies as compared with the Contract Documents. Resubmittal or confirmation is not necessary prior to release for manufacturing.
    - Code 3:** “**APPROVED AS NOTED/CONFIRM**” is assigned as a combination of codes when a confirmation of the notations and comments is required by the CONTRACTOR. The CONTRACTOR may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product. This confirmation is to address the omissions and/or nonconforming items that were noted. Only the items to be “confirmed” need to be resubmitted.

**Code 4:** “**NOT APPROVED/RESUBMIT**” is assigned as combination of codes when the submittal is in noncompliance with the Contract Documents and must be corrected and the entire package resubmitted. This code generally means that the equipment or material cannot be released for manufacture unless the CONTRACTOR takes full responsibility for providing the submitted items in accordance with Contract Documents.

**Code 5:** “**NOT APPROVED**” is assigned when the submittal does not meet the intent of the Contract Documents. The CONTRACTOR must resubmit the entire package revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the Contract Documents.

**Code 6:** “**COMMENTS ATTACHED**” is assigned where there are comments attached to the returned submittal which provide additional data to aid the CONTRACTOR.

**Code 7:** “**FOR YOUR INFORMATION**” is assigned when the package provides information of a general nature that may or may not require a response.

2. Codes 1 through 5 designate the status of the reviewed submittal.
3. Code 6 shows there is an attachment which contains additional data.
4. Code 7 is used as may be necessary.

**E. Resubmittals:**

1. Resubmittals will be handled in the same manner as first submittals.
2. On resubmittals the CONTRACTOR shall direct specific attention, in writing on the letter of transmittal and on resubmitted shop drawings by use of revision triangles or other similar methods, to revisions other than the corrections requested by the ENGINEER on previous submissions.
3. Any such revisions which are not clearly identified shall be made at the risk of the CONTRACTOR.
4. The CONTRACTOR shall make corrections to any Work done because of this type of revision that is not in accordance with the Contract Documents as may be required by the ENGINEER.

- F. If the CONTRACTOR considers any correction indicated on the shop drawings to constitute a change to the Contract Documents, the CONTRACTOR shall give written notice thereof to the Project Representative at least 7 working days prior to release for manufacture.
- G. The ENGINEER will review a submittal a maximum of two times, after which cost of review will be borne by the CONTRACTOR. The cost of engineering shall be equal to the ENGINEER's charges to the OWNER under the terms of the ENGINEER's agreement with the OWNER.
- H. When the shop drawings have been completed to the satisfaction of the ENGINEER, the CONTRACTOR shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the ENGINEER.
- I. Partial Submittals:
  - 1. Partial submittals may not be reviewed.
  - 2. The ENGINEER will be the only judge as to the completeness of a submittal.
  - 3. Submittals not complete will be returned to the CONTRACTOR and will be considered "Not Approved" until resubmitted.
  - 4. The ENGINEER may, but is not required to, provide a list, or mark the submittal directing the CONTRACTOR to the areas that are incomplete.

#### **1.09 PROFESSIONAL ENGINEER (P.E.) CERTIFICATION FORM**

- A. If specifically required in other sections of these Specifications, the CONTRACTOR shall submit a P.E. Certification for each item required, in the form attached to this Section, filled in completely and stamped.

#### **PART 2 - PRODUCTS (Not Applicable)**

#### **PART 3 - EXECUTION (Not Applicable)**

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**P.E. CERTIFICATION FORM**

The undersigned hereby certifies that he/she is a Professional ENGINEER registered in the State of Florida and that he/she has been employed by (Name of Contractor)

\_\_\_\_\_ to  
design \_\_\_\_\_ in accordance with Specification  
Section \_\_\_\_\_.

The undersigned further certifies that he/she has performed the design of the \_\_\_\_\_, that said design is in conformance with all applicable local, state and federal codes, rules, and regulations, and that his/her signature and P.E. stamp have been affixed to all calculations and drawings used in, and resulting from, the design.

The undersigned hereby agrees to make all original design drawings and calculations available to the OWNER or OWNER's representative within 7 days following written request therefor by the OWNER.

\_\_\_\_\_ P.E. Name

\_\_\_\_\_ Signature

\_\_\_\_\_ Address

\_\_\_\_\_ Contractor's Name

\_\_\_\_\_ Signature

\_\_\_\_\_ Title

\_\_\_\_\_ Address

**END OF SECTION 01300**

**SECTION 01505**  
**MOBILIZATION/DEMOBILIZATION**

**PART 1 - GENERAL**

**1.01 DEFINITION AND SCOPE**

- A. As required for this project, prior to mobilizing onto the project site, the CONTRACTOR is required to have the following documentation or personnel readily available at all times:
1. Certificates of insurance and bonds.
  2. Local, state, or federal permits.
  3. OSHA, FDEP, Department of Labor, and all other required notices.
  4. Full-Time Project Manager and/or Superintendent.
  5. Hurricane preparedness plan that has been approved by the ENGINEER.
  6. Fire Protection Plan and Safety Program that has been approved by the ENGINEER.
  7. Detailed construction schedule approved by the ENGINEER.
  8. Schedule of Values for the work to be completed approved by the ENGINEER.
- B. As required for the proper performance and completion of the work, the CONTRACTOR is allowed to mobilize, install, erect, secure, and provide the following principal items to include, but not be limited to:
1. Plant and equipment required for the first month's operation onto the project site.
  2. Temporary construction power, wiring, telephone, and lighting facilities.
  3. Construction water supply.
  4. On-site sanitary facilities and potable water facilities.
  5. Field office trailers for CONTRACTOR and ENGINEER.
  6. Lay down and storage yard and employee's parking facilities.
  7. Project related signs.

**1.02 PAYMENT FOR MOBILIZATION**

- A. Payment for all mobilization/demobilization work will be made at the lump sum price for mobilization and demobilization of all labor, equipment, materials, and appurtenances necessary for construction of the project.
- B. Mobilization shall include all items listed in the Paragraph 1.01.B above.
- C. Also included, but not limited to, as part of this Bid Item is the cost for:
  - 1. Project performance indemnifications.
  - 2. Shop drawings.
  - 3. Working drawings.
  - 4. Schedules.
  - 5. Record drawings and documents.
  - 6. Coordination.
  - 7. Phasing.
  - 8. Other miscellaneous items associated with the work.
- D. Measurement and payment for this Bid Item will be lump sum.
- E. The lump sum price for mobilization/demobilization will be limited to 10% of the total contract base bid amount.
- F. The initial 70% of the lump sum price will be payable with the first month's partial payment.
- G. The remaining thirty percent (30%) will be payable with the final partial payment.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION (Not Applicable)**

**END OF SECTION 01505**

## **SECTION 01705 PROJECT CLOSEOUT**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract apply to work of this section.

#### **1.02 DESCRIPTION OF REQUIREMENTS**

- A. Definitions:

1. Closeout is hereby defined to include general requirements near the end of Contract Time, in preparation for final acceptance, final payment, normal termination of Contract, and similar actions evidencing completion of the Work.
2. Specific requirements for individual units of work are specified elsewhere in these Specifications.
3. Time of closeout is directly related to "Substantial Completion," and therefore, may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates.
4. That time variation (if any) shall be applicable to other provisions of this section.

#### **1.03 PREREQUISITES FOR SUBSTANTIAL COMPLETION**

- A. General:

1. Prior to requesting ENGINEER's inspection for the Certificate of Substantial Completion (for either the entire work completed, or portions of the work completed), complete the following and list known exceptions in request:
  - a. Submit an Application for Payment, coinciding with or first following date claimed, show either 100% completion for portion of work claimed as "substantially complete" or list incomplete items, value of incompleteness, and reasons for being incomplete.
  - b. Submit supporting documentation for completion to ENGINEER as indicated in these Contract Documents.
  - c. Submit statement showing accounting of changes to the Contract Sum to ENGINEER.



- d. Submit pending insurance change-over requirements to OWNER.
- e. Submit special warranties, workmanship/maintenance bonds, maintenance agreements, final certifications, and similar documents to ENGINEER and OWNER.
- f. Prepare and submit releases enabling OWNER's full and unrestricted use of the work and access to services and utilities, including (where required) operating certificate, and similar releases to the ENGINEER and OWNER.
- g. Submit record drawings, operation and maintenance manuals, and similar final record information to the ENGINEER and OWNER.
- h. Deliver tools, spare parts, extra stocks of materials, and similar physical items to the OWNER.
- i. Make final change-over of locks and transfer keys to OWNER and advise OWNER's personnel to change-over in security provisions, if applicable.
- j. Perform start-up testing of systems and provide the OWNER's operating/maintenance personnel with instructions on the use and testing of systems.
- k. Discontinue and remove (or change over to OWNER) all temporary facilities and services, along with construction tools and facilities, mock-ups, and similar elements from the project site.
- l. Complete final cleanup of project site to include touch-up painting of marred surfaces, construction debris removed from site, and any other restoration to pre-construction conditions needed for the site.

**B. Inspection Procedures:**

- 1. Upon receipt of CONTRACTOR's request, the ENGINEER will either proceed with inspection or advise CONTRACTOR of unfulfilled prerequisites which require CONTRACTOR's attention.

2. Following initial inspection, the ENGINEER will either prepare the Certificate of Substantial Completion or advise the CONTRACTOR of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed.
3. Results of completed inspection will form initial “punch- list” for final acceptance.

#### **1.04 PREREQUISITES FOR FINAL ACCEPTANCE**

##### **A. General:**

1. Prior to requesting ENGINEER’s final inspection for the Certificate of Final Acceptance as well as the final payment, as required by General Conditions (Section 00100), complete the following and list known exceptions (if any) in request:
  - a. Submit final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
  - b. Submit updated final statement, accounting for additional (final) changes to the Contract Sum.
  - c. Submit consent of surety.
  - d. Submit final liquidation damages settlement statement, acceptable to the OWNER.
  - e. Revise and submit evidence of final continuing insurance coverage complying with insurance requirements.

##### **B. Reinspection Procedure:**

1. Upon receipt of CONTRACTOR’s notice that the work has been completed, including punch-list items resulting from earlier inspections, and excepting incomplete items delayed because of acceptable circumstances, the ENGINEER will reinspect the Work.
2. Upon completion of reinspection, the ENGINEER will either prepare a Certificate of Final Completion or will advise the CONTRACTOR of work not completed or unfulfilled obligations as required for final acceptance. If necessary, procedure will be repeated.

#### **1.05 RECORD DOCUMENT SUBMITTALS**

A. General:

1. Specific requirements for record documents are indicated in individual sections of these specifications. Other requirements are indicated in General Conditions. General submittal requirements are indicated in Section 01300 (Submittals).
2. Do not use record documents for construction purposes; protect from deterioration and loss in a secure fire-resistive location; provide access to record documents for ENGINEER's reference during normal working hours.

B. Record Drawings:

1. Maintain a set of contract drawings and shop drawings in clean, undamaged condition, with mark-up of actual installations which vary substantially from the work as originally shown.
2. Mark whichever drawing is most capable of showing "field" condition fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at corresponding location on working drawings.
3. Mark with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work.
4. Mark-up new information which is recognized to be of importance to the OWNER but was for some reason not shown on either the Drawings or Shop Drawings. Give particular attention to concealed work, which would be difficult to measure and record at a later date.
5. Note related Change Orders where applicable.

C. Record Specifications:

1. Maintain one copy of specifications, including Addenda, Change Orders and similar modifications issued in printed form during construction, and mark-up variation (of substance) in actual work in comparison with text of Specifications and modifications as issued.
2. Give particular attention to substitutions, selection of options, and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation.

3. Note related Record Drawing information and product data, where applicable.
  4. Submit completed mark-up to ENGINEER for OWNER's records upon project completion.
- D. Operation and Maintenance Manuals:
1. Organize and prepare four sets of operating and maintenance manuals into suitable sets of manageable size and bind into individual binders properly identified and indexed (thumb tabbed).
  2. Include emergency instructions, spare parts listing, copies of all warranties, wiring diagrams, recommended "turn-around" cycles, inspection procedures, shop drawings, product data, and similar applicable information.

## **PART 2 - PRODUCTS (Not Applicable)**

## **PART 3 - EXECUTION**

### **3.01 CLOSEOUT PROCEDURES**

- A. General Operating and Maintenance Instructions:
1. Arrange for each installer of work requiring continuing operating or maintenance to meet with OWNER's personnel, at project site, to provide basic instructions needed for proper operation and maintenance of entire work.
  2. Include instructions from manufacturer's representatives where installers are not expert in the required procedures.
  3. Review operation and maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification systems, control sequences, hazards, cleaning, and similar procedures and facilities.
  4. Demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, energy effectiveness, and similar operations for operational equipment.
  5. Review operations and maintenance in relation with applicable warranties, agreements to maintain, bonds, and similar continuing commitments.

**3.02 FINAL CLEANING**

A. General:

1. Special cleaning for specific units of work is specified in other sections. The following are examples, but not by way of limitation, of cleaning levels required:
2. Remove labels which are not required as permanent labels.
3. Wipe surfaces of mechanical and electrical equipment clean and remove excess lubrication and other substances.
4. Clean project site (yard and grounds), including landscape development areas, of litter and foreign substances.
5. Sweep paved areas to a broom-clean condition; remove stains, Petro-chemical spills, and other foreign deposits.
6. Rake grounds which are neither planted nor paved, to a smooth, even- textured surface.

B. Compliances:

1. Comply with safety standards and governing regulations for cleaning operations.
2. Do not burn waste materials at or on project site, bury debris or excess materials on OWNER's property, or discharge volatile or other harmful or dangerous materials into drainage systems.
3. Remove waste materials from site and dispose of in a lawful manner.
4. Dispose of extra materials of value remaining after completion of the associated work has become the OWNER's property, to OWNER' best advantage as directed.

**END OF SECTION 01705**

## **SECTION 02960 RESTORATION**

### **PART 1 - GENERAL**

#### **1.01 DESCRIPTION OF WORK**

- A. The work includes the restoration of driveways, lawn areas, trees and plants, roadways, sprinkler systems, walks and any other existing improvement affected by the proposed work.
- B. This section includes furnishing equipment, labor, and materials, and performing all necessary and incidental operations to perform the required work.

### **PART 2 - PRODUCTS**

#### **2.01 SOD**

- A. Any slope equal to or steeper than 1 vertical to 3 horizontals shall be sodded and the sod shall be pinned down for stabilization.
- B. The CONTRACTOR shall, at his expense, maintain the sodded areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include watering, re-staking sod, filling, leveling, and repairing of any washed or eroded areas, as may be necessary.

#### **2.02 PLANTS AND TREES**

- A. Existing damaged plants and trees shall be replaced by plants and trees of equal type, quality, and size whenever possible. All new plants and trees shall be sound, healthy, vigorous, and free from defects, decay, disfiguring, bade abrasions plant diseases, insect pests, their eggs, or larvae. The new plants shall be approved by the ENGINEER before placing.
- B. Existing plants may be removed, preserved, and replaced at the CONTRACTOR's option. Plants shall be handled by an approved nursery.
- C. Plants shall be watered and cared for until new growth appears. Dead and dying plants shall be immediately replaced. Plants used shall be in accordance with the standards for Florida No. 1 or better as given in Grades and Standards for Nursery Plants Part I.
- D. Plants shall conform to the sizes indicated by the OWNER.
- E. Trees shall be guaranteed for 1 year. If the replaced tree dies within 1 year of project completion it shall be replaced by the CONTRACTOR at no expense to the City.

**2.03 MULCH**

Match existing mulch.

**2.04 WATER**

The water used in the performance of this Contract shall be of drinking water quality, clean and free from injurious amounts of oil, acid, alkali, or organic matter. The CONTRACTOR shall purchase all testing water from the City.

**2.05 PLANTING MIXTURE**

The 18-inch planting mixture, when required, shall consist of a thorough mixture of 40% peat and 60% sand. The peat shall be Florahome peat or equivalent and the sand shall be clean and free from debris of any kind.

**2.06 FERTILIZER**

Fertilizer shall be pelletized 13-13-13 or approved equal.

**PART 3 - EXECUTION**

**3.01 LANDSCAPING RESTORATION**

A. Lawn Areas:

Any lawn area affected by the required work shall be restored to a condition equal or better than the conditions existing before the commencement of work.

B. Balled Plants:

1. Plants where required shall be adequately balled with firm natural balls of soil, sized as set forth in "Horticultural Standards."
2. Balls shall be firmly wrapped with burlap or equally approved strong cloth.
3. A balled plant will not be planted if the ball is cracked or broken before or during the process of planting.

C. Preparation of Plant Pits:

1. All plant pits shall be circular in outline and have vertical sides.
2. Tree pits shall be 2 feet wider than the width of the ball and 1 foot deeper than the depth of the ball.

3. Shrubs that are either balled and burlapped (B&B) or 3 gallons (and plus) shall have pits that are 2 feet wider than the width of the plant ball and 6 inches deeper than the depth of the ball.
4. Smaller shrubs shall have pits that are at least 1 foot wider than the width of the plant ball and 6 inches deeper than the ball depth.

D. Setting Plants:

1. All plants except as otherwise specified, shall be centered in pits.
2. Deep planting shall be avoided and unless otherwise specified, plants shall be set at such a level that after settlement they will bear the same relation to the required grade as they have to the natural grade before being transplanted.
3. B&B Plants and Palm Trees:
  - a. B&B plants and palm trees shall be placed on 6 to 12 inches of tamped planting mixture and adjusted so as to be at the proper level.
  - b. The rope and burlap shall be cut away and the burlap folded down to the bottom of the pit.
  - c. Exceptionally large B&B plants shall remain wrapped until fully backfilled and then just the upper portion of the burlap shall be removed.
  - d. Backfill of planting mix shall be placed halfway up the pit and then water tamped.
  - e. After this water has drained away, backfill around the ball to grade and water tamp again.
  - f. Finally, form a ridge of soil around the edge of the pit to form a saucer and full area three times with water.

E. Water:

1. Water to be used initially during plant installation shall be furnished by the CONTRACTOR.
2. The existing irrigation system, where damaged, shall be promptly repaired after the installation of the plants.



F. Options as to Methods:

Any plant may be furnished container grown instead of balled if all other requirements are met.

G. Fertilizer:

Immediately before sod is placed, 8-8-8 fertilizer shall be applied at the rate of approximately 500 pounds per acre, by broadcasting and raking into the planting area.

H. Tamping:

1. Sod shall be firmly embedded by light tamping.
2. Wherever necessary to prevent an erosion condition caused by vertical edges at the outer limits of the sodded area, the sod shall be tamped so as to produce a featheredge at the outer Limits.
3. The sod shall be kept in a moist condition after it is planted.
4. Water shall not be applied between the hours of 8:00 a.m. and 4:00 p.m. nor when there is danger of freezing.

I. The CONTRACTOR shall, at his expense, maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include watering, filling, leveling, and repairing of any washed or eroded areas, as may be necessary.

**3.02 PAVEMENT REPLACEMENT**

A. Asphalt pavement shall be removed by saw cutting on a straight line with edges as vertical as possible. Concrete pavement or asphalt surfaced concrete shall be removed by cutting with a concrete saw in as straight a line and vertically as possible.

1. Non-asphalt pavement replacement shall be replaced of like material and thickness.
2. Asphalt or built-up asphalt pavement replacement shall be replaced with like material or concrete as directed by the ENGINEER.
3. Where asphalt or built-up asphalt pavement is replaced by concrete, the concrete shall have a minimum of 6 inches in thickness and be reinforced with 6 by 6 No. 6 gage welded wire fabric. Where the pavement replacement is of like material, it shall be replaced in thickness equal to or better than that existing at the time of removal.

- B. Road cuts across City or County roads shall not be cut.
- C. Unless the base is sealed or other temporary paving applied over driveway areas to be repaved, pavement shall be replaced not later than 3 weeks after completion of backfill.

### **3.03 CURB REMOVAL AND REPLACEMENT**

- A. Curb removal and replacement required in the construction of this work shall be done by the CONTRACTOR.
- B. Reasonable care shall be exercised in removing the curb, and the CONTRACTOR shall either stockpile or dispose of this material as directed by the ENGINEER.
- C. Curb shall be replaced of like material in a manner and condition equal to or better than that existing at the time of removal.
- D. Materials and methods of replacing State Highway sidewalks or curbs shall conform to the Florida Department of Transportation specifications.

### **3.04 TESTS**

- A. The CONTRACTOR shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations.
- B. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the CONTRACTOR at such locations as may be recommended by the ENGINEER.
- C. If the densities as determined by the specified tests fall below the required minimums, the CONTRACTOR shall pay for all retests.

**END OF SECTION 02960**

**SECTION 323113**  
**CHAIN LINK FENCES AND GATES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Chain-Link Fences.
  - 2. Gates.

**1.3 DEFINITIONS**

- A. CLFMI:
  - 1. Chain Link Fence Manufacturers Institute.
- B. Zn-5-A1-MM Alloy:
  - 1. Zinc-5 percent aluminum-mischmetal alloy.

**1.4 SUBMITTALS**

- A. Product Data:
  - 1. For information only, include construction details, material descriptions, dimensions of individual components and profiles, and finishes for chain-link fences and gates:
- B. Fence and gate posts, rails, and fittings.
- C. Chain-link fabric, reinforcements, and attachments.
- D. Gates and hardware.
- E. Samples for Verification:
  - 1. For each type of chain-link fence and gate indicated:

- a. Polymer-coated steel wire (for fabric) in 6-inch (150-mm) lengths.
  - b. Polymer coating, in 6-inch (150-mm) lengths on shapes for posts, rails, wires, gate framing and on full-sized units for accessories.
- F. Product Certificates:
  - 1. For each type of chain-link fence and gate, manufacturers' material certifications shall be in compliance with current ASTM specification signed by product manufacturer.
  - 2. Strength test results for framing according to ASTM F 1043.
- G. Qualification Data:
  - 1. Submit written documentation certifying that Installer complies with requirements of "Installer Qualifications" below. Include lists of completed project names and addresses, names and addresses of architects and OWNERS, and other information specified.
- H. Field Quality-Control Test Reports:
  - 1. Indicate and interpret test results for compliance of chain-link fence and gate grounding and bonding with performance requirements.
- I. Maintenance Data:
  - 1. Include Polymer finishes in maintenance manuals:

## **1.5 QUALITY ASSURANCE**

- A. Industry Reference Standards:
  - 1. Chain Link Fence Manufacturer's Institute (CLFMI): CLF-PM0610 Product Manual, Latest Edition.
- B. Installer Qualifications:
  - 1. Engage a firm specializing in chain link fence installation in accordance with ASTM F 567.
  - 2. Installer shall have successfully completed at least 10 chain link

fence projects of the same materials, design and of similar size and scope to that indicated for this Project and with a successful record of in-service performance.

3. Firm Experience Period: 5 years' experience.

## **1.6 PROJECT CONDITIONS**

### **A. Field Measurements:**

1. Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures.
2. Verify dimensions by field measurements.

## **PART 2 - PRODUCTS**

### **2.1 CHAIN-LINK FENCE FABRIC**

#### **A. General:**

1. Fence height: as Indicated on the Drawings:
  - a. 6-foot-high chain-link fencing around perimeter of basketball courts.
  - b. 10-foot-high chain-link fencing around perimeter of and center divide of tennis court/pickleball courts.
  - c. 6-foot-high chain link fencing around and center divide of the small and large dog run areas.
2. Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist.
3. Specifications:
  - a. Comply with ASTM A 392, CLFMI Product Manual and requirements indicated below:
4. Steel Wire Fabric:
  - a. Polymer-coated wire with a 9-gauge, fabric, as indicated on the drawings.

- b. Mesh Size: 2-inch mesh.
  - c. Weight of Metallic (Zinc) Coating: ASTM A 392, Type II, Class 2, 2.0 oz./sq. ft. (610 g/sq. m) with zinc coating applied before weaving.
  - d. Weight of Zn-5%-Al-MM Aluminum-Mischmetal Alloy Coating: ASTM F 1345, Type III, Class 2, 1.0 oz./sq. ft. (305 g/sq. m).
  - e. Coat selvage ends of fabric that is metallic coated before the weaving process with manufacturer's standard clear protective coating.
5. Fabric Selvage:
- a. Knuckled selvage for both top and bottom.

## **2.2 COMMERCIAL CHAIN-LINK FENCE FRAMING**

### **A. Posts and Rails:**

- 1. Comply with:
  - a. ASTM F 1043 for framing.
  - b. ASTM F 1083 for Group 1A round pipe.
  - c. Group: 1A, round steel pipe, Schedule 40.
  - d. Fence Height: As indicated on Drawings.
  - e. Strength Requirement: Commercial Grade.
  - f. Post Diameter and Thickness (According to ASTM F 1043):
    - 1) Posts shall be made of steel pipe (Schedule 40) of the sizes and weights given below or of other approved equivalent section. Posts shall comply with "Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures" (ASTM F1083).
      - a) Line posts shall have a 2-3/8 inch outside

diameter 20WT which should include a post cap.

- b) End, corner and pull posts shall have a 4-inch outside diameter 20WT which should include a post cap.
- c) Gate Post for Single-Swing Gates up to 6 feet and shall be 4-inch outside diameter 20WT, which shall include post cap.

g. Coating for Steel Framing.

1) Polymer Coating:

- a) Polymer coated framework shall have a PVC coating fused of and adhered to the exterior zinc coating of the post or rail.
- b) PCV coatings shall have a minimum thickness of 10- mil. (0.254mm) per ASTM F 1043.
- c) Color to match fabric per ASTM F 934.

h. Top Rails:

- 1) Ensure coating and strength comply with ASTM standards.
- 2) Provide 1-58-inch diameter top rails.
- 3) Shall be 6 to 10 feet on center depending on type of fencing installed as indicated on Construction Drawings.

i. Post Brace Rails:

- 1) Match top rail for coating and strength and stiffness requirements.
- 2) Provide brace rail with truss rod assembly for each gate, corner, end, and pull post.
- 3) Provide rail ends and clamps for attaching rails to

posts.

j. Intermediate Rails:

- 1) Match top rail for coating and strength and stiffness requirements.
- 2) Provide 1-58-inch diameter intermediate rails at all end, corner and gate sections.

k. Bottom Rails:

- 1) Ensure coating and strength comply with ASTM standards.
- 2) Provide 2-inch diameter bottom rails at all end, corner and gate sections.

## **2.3 TENSION WIRE**

A. General:

1. Provide horizontal tension wire at the following locations:
  - a. Extended along bottom of fence fabric as indicated on the Construction Drawings.

B. Polymer Coated Steel Tension Wire:

1. 7-gauge, 0.177-inch (4.5 mm) diameter wire complying with ASTM F 1664.
2. Wire gauge specified is the core wire gauge.
3. Class 2b, fused and adhered.

## **2.4 INDUSTRIAL SWING GATES**

A. General:

1. Comply with ASTM F 900 for single-gate types.
2. Metal Pipe and Tubing:
  - a. Galvanized steel. Comply with ASTM F 1043 and ASTM F



1083 for materials and protective coatings.

3. Frames and Bracing:

- a. Fabricate members from same material and finish as fence tubing with outside dimension and weight according to ASTM F 900.

4. Gate Fabric Height:

- a. As indicated.

5. Leaf Width:

- a. Three single 3-foot-wide by 6-foot-high chain link gates at basketball courts.
- b. Four 3-foot-wide by 10-foot-high chain link gates at tennis and pickleball courts
- c. Three 6-foot high by 4-foot wide double-gated entrances for the small and large dog run areas (see Construction Drawings for details).

6. Frame Corner Construction:

- a. Welded and 3/8-inch diameter, adjustable truss rods for panels 10 feet wide or wider.

7. Hardware:

- a. Permit operation of latches from both sides of gate, hinges, center gate stops and keepers for each gate leaf more than 4 feet wide.
- b. Fabricate latches with integral eye openings for padlocking; padlock accessible from both sides of gate.

B. Swing Gate Posts:

- 1. Square tubes 4-inch diameter formed from 16-gauge nominal-thickness steel sheet and hot-dip galvanized after fabrication.

## **2.5 FITTINGS**

**A. General:**

1. Comply with ASTM F 626.

**B. Post and Line Caps:**

1. Provide for each post.
2. Line post caps with loop to receive tension wire or top rail.

**C. Rail and Brace Ends:**

1. Attach rails securely to each gate, corner, pull, and end post.

**D. Rail Fittings:**

1. Provide the following:
  - a. Top Rail Sleeves:
    - 1) Pressed-steel or round-steel tubing not less than 6 inches (152 mm) long.
  - b. Rail Clamps:
    - 1) Line and corner boulevard clamps for connecting intermediate rails in the fence line-to-line posts.

**E. Tension and Brace Bands:**

1. Galvanized Pressed steel, complying with ASTM F 626, minimum thickness 12-gauge, 0.105 (2.67 mm), minimum width 3/4 inch (19 mm) and minimum zinc coating of 1.20 ounces per square foot.

**F. Tension Bars:**

1. Galvanized Steel, ASTM F 626 length not less than 2 inches (50 mm) shorter than full height of chain-link fabric.
2. Minimum cross section of 3/16 inch x 3/4 inch.
3. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post.

G. Truss Rod Assemblies:

1. Steel, 3/8-inch diameter with pressed steel tightener, hot-dip galvanized after threading rod and turnbuckle or other means of adjustment.

H. Tie Wires, Clips, and Fasteners: According to ASTM F 626.

1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, complying with the following:
  - a. #9 Tie wires with 12-inch O.C.
  - b. #9 Galvanized Clips at 2-foot spacing.

I. Finish:

1. Polymer Coated Color Fittings: Color to match fabric with ASTM F 626. Polymer coating minimum thickness 0.006 inches (0.152 mm) fused and adhered to zinc coated fittings.

J. Pipe Sleeves:

1. For posts set into concrete, provide preset hot-dip galvanized steel pipe sleeves complying with ASTM A 53, not less than 6 inches (150 mm) long with inside dimensions not less than ½ inch (13 mm) more than outside dimension of post, and flat steel plate forming bottom closure.

## **2.6 CAST-IN-PLACE CONCRETE**

A. Materials:

1. Portland cement complying with ASTM C 150, Type I aggregates complying with ASTM C 33, and potable water for ready-mixed concrete complying with ASTM C 94.
2. Concrete Mixes shall be 2,500 PSI.

## **2.7 GROUT AND ANCHORING CEMENT**

A. Nonshrink, Nonmetallic Grout:

1. Premixed, factory-packaged, nonstaining, noncorrosive,

nongaseous grout complying with ASTM C 1107.

2. Provide grout, recommended in writing by manufacturer, for exterior applications.

**B. Erosion-Resistant Anchoring Cement:**

1. Factory-packaged, nonshrink, nonstaining, hydraulic- controlled expansion cement formulation for mixing with potable water at Project site to create pourable anchoring, patching, and grouting compound.
2. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended in writing by manufacturer, for exterior applications.

## **2.8 POLYMER FINISHES**

**A. Supplemental Color Coating:**

1. In addition to specified metallic coatings for steel, provide fence components with polymer coating to match fabric color.

**B. Metallic-Coated Steel Tension Wire:**

1. PVC-coated wire complying with ASTM F 1664, Class 2b.

**C. Metallic-Coated Steel Framing and Fittings:**

1. Comply with ASTM F 626 and ASTM F 1043 for polymer coating to match fabric color applied to exterior surfaces and, except inside cap shapes, to exposed interior surfaces.

**D. Polymer Coating:**

1. Not less than [10-mil (0.254-mm) thick PVC] finish.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A.** Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting performance.

- B. Do not begin installation before final grading is completed, unless otherwise permitted by OWNER's Representative.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Stake locations of fence lines, gates, and terminal posts.
- B. Do not exceed intervals of 500 feet (152.5 m) or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

### **3.3 INSTALLATION - GENERAL**

- A. Install chain-link fencing to comply with ASTM F 567 and more stringent requirements specified.
- B. Install fencing on established boundary lines inside property line.

### **3.4 CHAIN-LINK FENCE INSTALLATION**

- A. Post Excavation:
  - 1. Drill or hand-excavate holes for posts to 42-inches below ground level and spacings indicated, in firm, undisturbed soil.
  - 2. This includes laying concrete at the bottom that is 12-inch wide by 12-inch long by 6-inch deep in which the post will sit on.
  - 3. The remaining 36 inches below ground level will be filled in by concrete with post sitting on top of the 6-inch-deep bottom concrete pad.
- B. Post Setting:
  - 1. Set posts on concrete filled bottom, at indicated spacing into firm, undisturbed soil.
  - 2. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.

3. Concrete Fill:

- a. Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
- b. Exposed Concrete:
  - 1) Extend 1 inch (25 mm) above grade; shape and smooth to shed water.
- c. Concealed Concrete:
  - 1) Top below grade as indicated on Drawings to allow covering with surface material.
- d. Posts Set into Concrete in Sleeves:
  - 1) Use steel pipe sleeves preset and anchored into concrete for installing posts. After posts have been inserted into sleeves, fill annular space between post and sleeve with nonshrink, nonmetallic grout, mixed and placed to comply with anchoring material manufacturer's written instructions, and finished sloped to drain water away from post.
- e. Posts Set into Voids in Concrete:
  - 1) Form or core drill holes not less than 5 inches (125 mm) deep and 3/4 inch (20 mm) larger than OD of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout, mixed and placed to comply with anchoring material manufacturer's written instructions, and finished sloped to drain water away from post.

C. Terminal Posts:

- 1. Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment 30 degrees or more.

D. Line Posts:

1. Space line posts uniformly as follows:
  - a. 6-foot O.C. for basketball courts.
  - b. 10-foot O.C. for tennis court/pickleball courts.
  - c. 6-foot O.C. for the small and large dog run areas.

E. Post Bracing and Intermediate Rails:

1. Install according to ASTM F 567, maintaining plumb position and alignment of fencing.
2. Install braces at end and gate posts and at both sides of corner and pull posts.
3. Locate horizontal braces at midheight of fabric as indicated on drawings or higher, on fences with top rail and at 2/3 fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.

F. Tension Wire:

1. Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Pull wire taut, without sags.
2. Fasten fabric to tension wire with 0.120-inch (3.05-mm) diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches (610 mm) o.c.
3. Install tension wire in locations indicated before stretching fabric.
4. Top Tension Wire: Install tension wire through post cap loops.
5. Bottom Tension Wire: Install tension wire within 2 inches (150 mm) from bottom of ground.

G. Top and Bottom Rail:

1. Install according to ASTM F 567, maintaining plumb position and alignment of fencing.
2. Run rail continuously through line post caps, bending to radius for

curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts.

3. Provide expansion couplings as recommended in writing by fencing manufacturer.

H. Chain-Link Fabric:

1. Apply fabric to outside of enclosing framework. Leave 2 inches (50 mm) between finish grade or surface and bottom selvage, unless otherwise indicated.
2. Pull fabric taut and tie to posts, rails, and tension wires.
3. Anchor to framework so fabric remains under tension after pulling force is released.

I. Tension or Stretcher Bars:

1. Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches (380 mm) o.c.

J. Tie Wires:

1. Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.

K. Maximum Spacing:

1. Tie fabric to line posts at 12 inches (300 mm) o.c..

L. Fasteners:

1. Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side.
2. Peen ends of bolts or score threads to prevent removal of nuts.

### **3.5 GATE INSTALLATION**

- A. Install gates in compliance with ASTM F 567 and manufacturer's written



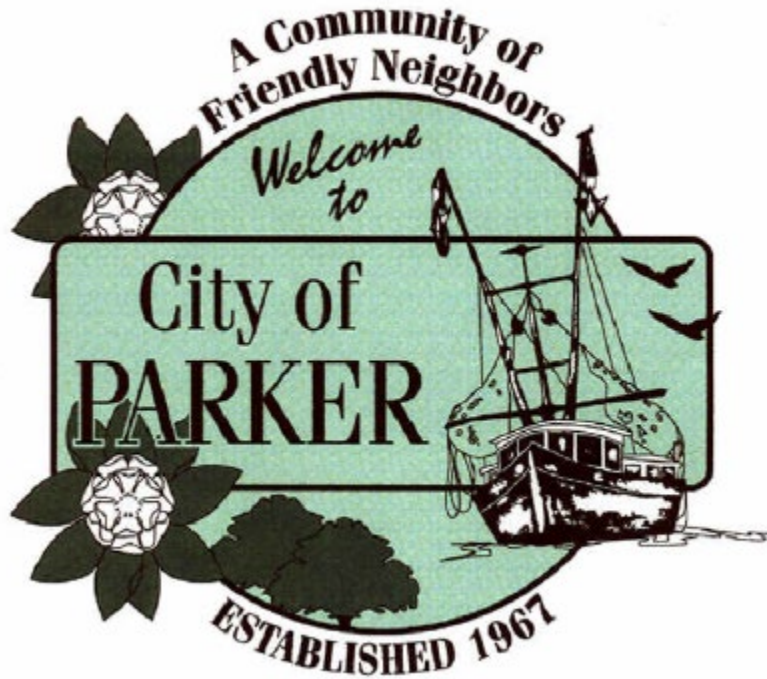
instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing.

- B. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage.
- C. Adjust hardware for smooth operation and lubricate where necessary.

### **3.6 ADJUSTING**

- A. Gate:
  - 1. Adjust gate to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- B. Hardware:
  - 1. Lubricate hardware and other moving parts.

**END OF SECTION 323113**



# **ATTACHMENT 1**

## **BID FORMS**

**(REQUIRED FOR SUBMITTAL WITH BIDS)**

**BID FORM ITB NO: 2022-04**

This proposal of \_\_\_\_\_, hereinafter called "BIDDER," organized and existing under the laws of the State of \_\_\_\_\_ doing business as (Insert "a corporation" or "a partnership" or "an individual" as applicable) \_\_\_\_\_ is hereby submitted to the City of Parker.

In compliance with the ADVERTISEMENT FOR BIDS, BIDDER hereby proposes to construct watermains and associated appurtenances at the locations depicted on the Construction Drawings as identified in the Instruction to Bidders of this Contract Document, as described in this BID, complete in every detail. Please see BID-FORM page 2 to complete BID FORM in detail.

BID should include all applicable taxes, shipping charges and fees as applicable.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

The Unit Contract Price is:

\_\_\_\_\_ (\$ \_\_\_\_\_ )  
(Words)

submitted by:

\_\_\_\_\_  
Name of BIDDER Submitting This BID

BID Prepared By: \_\_\_\_\_

SEAL: (If BID is by Corporation)

\_\_\_\_\_  
Name of Individual Who Prepared This BID

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature of Authorized Representative of BIDDER:

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

**CITY OF PARKER - PARKER SPORTS COMPLEX – PHASE 1**

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<b>BID FORM (PLEASE COMPLETE)</b>					
<b>#</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Cost</b>	<b>Total</b>
1.	Mobilization/Demobilization	1	LS		
2.	Bonds and Insurance	1	LS		
3.	Erosion Control	1	LS		
4.	Layout and As-Builts by PLS	1	LS		
5.	Sitework (demolition, clearing, grubbing etc.)	1	LS		
6.	Basketball Courts (2) (surfacing, striping, and equipment)	1	LS		
7.	Tennis Court (1) and Pickleball Courts (2) (surfacing, striping, and equipment)	1	LS		
8.	Fencing (includes fencing around basketball courts, tennis courts, pickleball courts, and large/small dog runs)	1	LS		
9.	Restoration (grading, seeding, sodding, clean-up, etc.)				
<b>*Quantities (QTY) may change based on field measurement</b>				<b>Total</b>	

## BID BOND

BY THIS BOND, we \_\_\_\_\_ as  
Principal and \_\_\_\_\_, a corporation,  
as Surety, are bound to the City of Parker, Florida, as OWNER, in the sum of \$ \_\_\_\_\_  
for the payment of which we bind ourselves, our heirs, personal representatives,  
successors, and assigns, jointly and severally. THE CONDITION of this bond is such that:

1. The Principal has submitted to the OWNER a certain BID dated \_\_\_\_\_  
\_\_\_\_\_.
2. If said BID shall be rejected, or, if said BID shall be accepted and the Principal  
shall execute and deliver a Contract and furnish bonds for the faithful  
performances of work and for the payment of all persons performing labor and  
furnishing materials in connection therewith and shall fulfill all other aspects  
created by the acceptance of said BID, then this obligation shall be void.  
Otherwise, this bond shall remain in full force and effect with it being expressly  
understood and agreed that the liability of the Surety and for any and all claims  
hereunder shall, in no event, exceed the amount of this obligation. This Surety, for  
value received, hereby stipulates, and agrees that the obligations of said Surety  
and this bond shall, in no way, be impaired or affected by any extension of time  
within which the OWNER may accept such BID; and Surety hereby waives notice  
of any such extension. Signed, sealed, and delivered in three counterparts on  
CORPORATE PRINCIPAL

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

Attest: \_\_\_\_\_

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

Seal: \_\_\_\_\_

Acknowledged and subscribed on \_\_\_\_\_,  
before the undersigned authority by \_\_\_\_\_, as the \_\_\_\_\_ of the  
Corporation named as \_\_\_\_\_ Principal and with due  
authorization of the Corporation. Notary Public

SURETY

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

Attest: \_\_\_\_\_

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

Seal:

Attorney-in-Fact, State of Florida

## **ADDENDUM ACKNOWLEDGEMENT**

I acknowledge receipt of the following addenda:

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

Name of BIDDER: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

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

It is the responsibility of the BIDDER to ensure that they have received addenda if issued.

Call (850) 215-1285 or email Mandy O'Regan, Anchor (OWNER's Representative), [moregan@anchorcei.com](mailto:moregan@anchorcei.com) prior to submitting your BID to ensure that you have received all issued addenda.

## **ANTI-COLLUSION CLAUSE**

BIDDER certifies that his/her response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

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



**CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all BIDDERS, must disclose if any City Council Member(s), employee(s), elected officials(s), or any of its agencies is also an owner, corporate officer, agency, employee, etc., of their BIDDER's firm.

Indicate either "yes" (a City employee, elected official, or agency is also associated with your firm), or "no" for no conflict of interest.

If yes, give person(s) name(s) and position(s) with your firm.

YES \_\_\_\_\_ NO \_\_\_\_\_

**NAME(S)**

**POSITION(S)**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Name of BIDDER's firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

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

## IDENTICAL TIE BIDS/DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals, which are equal with respect to price, quality, and service, are received by the OWNER for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the awarding process. Established procedures for processing tie BIDs will be followed if none of the tied firms have a drug-free workplace program. To have a drug-free workplace program, a business shall:

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 employees 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 an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following: (Check one and sign in the space provided.)

\_\_\_\_\_This firm complies fully with the above requirements.

\_\_\_\_\_This firm does not have a drug free workplace program at this time.

***CITY OF PARKER - PARKER SPORTS COMPLEX – PHASE 1***

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Name of BIDDER's Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

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

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

**Contractor Covered Transactions**

1. The prospective BIDDER of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the Recipient's contractor is unable to certify to the above statement, the prospective BIDDER shall attach an explanation to this form.

Name of BIDDER: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

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

By: City of Parker

Signature: \_\_\_\_\_

Name and Title Recipient's Name: \_\_\_\_\_

## 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each BID or offer exceeding \$100,000)

The undersigned [BIDDER] 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. Section 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 BIDDER, \_\_\_\_\_, 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. Section 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of BIDDER's Authorized Official

\_\_\_\_\_  
Name and Title of BIDDER's Authorized Official Date



# **ATTACHMENT 2**

## **CONDITIONS AND REQUIREMENTS**

## **GENERAL TERMS AND CONDITIONS**

1. Enough detail is given in the BID to describe the item being BID, although not written, full manufacturer's specifications are implied. Manufacturer's specifications take precedent over information within this BID if any discrepancy exists.
2. Plans, Drawings, Specifications, Special Provisions, and other documents shall be considered a part of the BID Form whether attached or not.
3. Prospective BIDDERS must be able to show that they can perform each of the various items of Work upon which they BID and that the equipment necessary for the completion of Work is available. The BIDDER shall be licensed as a CONTRACTOR when required by state law. Such license shall be in effect prior to the date and time specified for receipt of BIDs by the City of Parker.
4. Should the BIDDER to whom the award of contract was made, fail to execute any of the required and acceptable bonds, the award of contract shall be annulled, and the BID Bond posted by the BIDDER shall be retained by the OWNER, not as penalty, but as liquidated damages. Award will then be given to the next BIDDER selected by the OWNER with a qualified BID.

### **5. The Work**

- a. Intent is for the CONTRACTOR to provide for construction, completion in every detail of the Work, furnishing all labor, materials, equipment, tools, transportation, and supplies required to complete the Work in accordance with the Contract Documents.
- b. The OWNER's Designated Representative shall have the right to make alterations in the drawings or specifications as considered necessary or desirable during the progress of the Work for satisfactory completion of the Work. No alterations shall be made which will result in a substantial change in the general plan, character, or basic scope of the Work.
- c. Upon completion of the Work, before acceptance by the ENGINEER or Architect of Record and before final payment, the CONTRACTOR shall remove all equipment, surplus, discarded materials, rubbish, and temporary structures and shall restore, in an acceptable manner, all property, both public and private, damaged during the performance of the Work.

### **6. Control of the Work**

- a. At project completion, the CONTRACTOR shall furnish, on sheets not larger than 24-inches by 36-inches, as-built drawings of utility lines, stormwater pipes, and structures showing any deviation from the plans and specifications that exceed 0.1 feet in vertical elevation and 1 foot in horizontal location and any change to the type of construction material and size. The as-built drawings shall be signed and sealed by a Florida-licensed professional land surveyor or professional engineer.
- b. The CONTRACTOR shall take no advantage of any apparent error or omission which he might discover in the drawings or specifications. In the event that an error or omission is discovered by the CONTRACTOR, he shall, within 24 hours of such discovery, notify the OWNER's Designated Representative who shall then make such corrections and interpretations deemed necessary for reflecting the actual spirit, intent, and scope of the drawings and specifications.
- c. The OWNER shall have the final say on all questions, difficulties, and disputes, of whatever nature, which may arise relative to the interpretation of the drawings and specifications.
- d. The CONTRACTOR shall furnish and set slopes stakes, rough grade stakes and all other stakes necessary for construction of the project.
- e. Failure to remove or refusal by the CONTRACTOR to remove defective materials or Work or make necessary repairs to damaged Work shall be cause for the OWNER's Designated Representative to make the necessary corrections at the expense of the CONTRACTOR with such monies being deducted from the contract amount or charged against the bonds.
- f. The CONTRACTOR shall notify the OWNER's Designated Representative when the project is substantially complete. If the OWNER's Designated Representative determines the project is substantially complete, a "Certificate of Substantial Completion" will be issued by the OWNER.
- g. The CONTRACTOR shall maintain all Work in first-class condition until it has been completed as a whole and accepted by the OWNER's Designated Representative. The CONTRACTOR shall be responsible for the security and protection of all materials used in the project until a "Notice of Completion" is issued by the OWNERS.



- h. Any written claim for compensation due to delays, additional, or extra Work shall include the following:
  - 1) For delay claims, provide a critical path schedule showing the delay is due to a controlling item of Work as well as the early start, late start, early finish, late finish, and the critical paths.
  - 2) A detailed factual statement providing dates, locations, and items of Work affected in each claim.
  - 3) The date on which actions or conditions resulting in the claim became evident.
  - 4) All pertinent documents and substance of any material oral communications relating to the claim and the name of the persons making the oral communications.
  - 5) The written claim shall identify the provisions of the Agreement which support the claim along with a detailed explanation as to why these provisions support the claim.
  - 6) A detailed breakdown of compensation sought for labor expenses, additional material, and supplies, listing of each piece of equipment and cost, any direct and indirect damages, and all documentation in support thereof.
  - 7) Equipment rental rates that are based on Blue Book Rental rates.
- i. The OWNER will not compensate the CONTRACTOR for any delays for any reason unless 5 days (excluding Saturdays, Sundays, and holidays) have elapsed from the start of Work stoppage. The first day of any claims shall be on day six of the Work stoppage. This shall apply to each Work stoppage.
- j. The OWNER expects the CONTRACTOR to use forces and equipment on any item of Work that can be completed during the delay. The CONTRACTOR's claim must show the delay is due to the controlling item of Work as shown on the critical path method schedule. After 5 workdays if the OWNER deems the delay claim to be valid, the CONTRACTOR's claim shall only be for labor, equipment and materials that are delayed due to the controlling Work item.

If the OWNER's Representative ENGINEER determines the CONTRACTOR forces and equipment can be used on other Work items during the delay, no compensation will be given for these forces and equipment.

- k. Unless otherwise stated in the plans or specifications, the term "install" shown in the plans and specifications shall be interpreted by the CONTRACTOR to mean the same as "furnish and install", which means the CONTRACTOR shall provide all materials, equipment, and labor to completely install the item shown in the plans or specifications.

## **7. Material Control**

- a. Only materials conforming to the requirements and intent of the drawings and specifications will be used and all such materials not specifically identified in the plans and specifications will be approved by the ENGINEER or Architect of Record prior to use to perform the Work. Reference in the contract documents to a proprietary device, product, material, or fixture to establish a quality standard is not intended to limit competition. The CONTRACTOR may use any proprietary device, product, material, or fixture that in the ENGINEER of Record's judgment is equal, for the purpose intended.
- b. The CONTRACTOR shall ensure that OWNER personnel have entry at all times to the construction site in order to inspect and evaluate any or all materials used for performing the Work. The OWNER's Designated Representative shall have the right to sample and test any or all materials used in performing the Work. Copies of any tests accomplished by the OWNER's Designated Representative will be provided to the CONTRACTOR.
- c. Materials shall be stored as specified in the Contract Documents or as per the material manufacturer's recommendations. The protection of stored materials shall be the responsibility of the CONTRACTOR and the OWNER shall not be liable for any loss, theft, or damage to stored materials.
- d. Any materials found to be defective by the CONTRACTOR or the OWNER's Designated Representative shall be removed from the Work or place of storage at the CONTRACTOR's expense and replaced at the CONTRACTOR's expense.

Failure or refusal by the CONTRACTOR to accomplish the removal and replacement of defective materials from the Work or place of storage shall be grounds for the OWNER's Designated Representative to do same at the expense of the CONTRACTOR and such expense deducted from the contract amount or from the bond.

- e. The CONTRACTOR shall, at all times during construction, provide and maintain proper equipment and facilities to promptly remove and properly dispose of all water entering excavations and keep such excavations dry so as to obtain a satisfactory undisturbed sub-grade foundation condition until the fill, structure, or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural elevations.
- f. The CONTRACTOR shall furnish all materials and equipment and perform all Work required to install and maintain the drainage systems for handling groundwater and surface water encountered during construction of structures, pipelines, and compacted fills. The CONTRACTOR shall obtain Florida Department of Environmental Protection (FDEP) and Northwest Florida Water Management District (NFWMD) permits for all dewatering operations. During dewatering operations all engines shall be equipped in a manner to keep pump noise to a minimum. If dewatering is required after 10:00 p.m. near residences and businesses, pump noise shall not create a nuisance to the property owners. The CONTRACTOR is solely responsible for any damages to private or public property caused by CONTRACTOR's dewatering operations. During dewatering operations, the CONTRACTOR shall notify all businesses and residences within a minimum of 300 feet of the dewatering operations to turn off all irrigation pumps. The 300-foot limit is a minimum, and the CONTRACTOR is responsible for any damage to private property, to include, but not limited to loss of plants, burned out pumps, building, pavement, sidewalk, or any other structural settlement, etc. that can be attributed to the dewatering operations. The OWNER will assume no liability nor pay for any claims, arising from the CONTRACTOR's dewatering operation.

**8. CONTRACTOR Responsibilities**

- a. The CONTRACTOR shall relieve the OWNER from any and all claims arising from claims by holders of trademarks, patents or copyrights used or incurred by the CONTRACTOR in performing the Work.

- b. The CONTRACTOR shall be responsible for all damages arising out of his use of explosives when deemed necessary in the performance of the Work.
- c. The CONTRACTOR shall preserve from damage all public and private property along the line of construction and adjacent to the Work. If the CONTRACTOR fails to restore such property, the OWNER's Designated Representative, upon written notification, as deemed necessary, may proceed to repair the damaged property and the cost deducted from the contract sum.
- d. Arrangements for utilities to the site shall be accomplished by the CONTRACTOR and in doing same he shall coordinate with the appropriate utilities for the just and proper utilization of any space where construction shall entail the joint use of area under this Work and the utility construction.
- e. Final acceptance will not be given, nor will bond be released unless any and all claims against the CONTRACTOR are paid or the CONTRACTOR has otherwise been relieved of the claim.
- f. Until acceptance of the Work by the OWNER's Designated Representative, the Work shall be under charge and custody of the CONTRACTOR, and he shall take every precaution against injury or damage to the Work by the action of the elements or from other causes.

**9. Prosecution and Progress**

- a. The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or subsequent agreements of the contract without written consent of the OWNER.
- b. The CONTRACTOR shall commence Work on or after the Notice to Proceed date and shall provide sufficient resources to ensure completion of the Work within the time limit set forth. Should the CONTRACTOR fail to provide sufficient resources to assure timely progress and if he fails to perform the Work within the specified time, the OWNER shall have ground to claim default.
- c. The CONTRACTOR shall schedule his operations to minimize any inconvenience to adjacent businesses or residences. The CONTRACTOR shall take special precautions to restrict his major operations in performing the Work to what is commonly understood to be "normal" or "standard" working hours. Work performed at other periods requires preapproval from the OWNER's Designated Representative.

- d. The CONTRACTOR shall maintain reasonable access at all times to all businesses and private residences and properties adjacent to the construction area or impacted by the construction.
- e. The OWNER's Designated Representative shall make provision for and shall schedule a pre-construction conference with the CONTRACTOR and all concerned parties in attendance.
- f. The CONTRACTOR shall provide a detailed schedule to the OWNER within 5 working days after the date of the preconstruction conference. Adherence to the CONTRACTOR's construction schedule is critical to the residences and businesses impacted by the project. The CONTRACTOR shall give the OWNER 48 hours' notice of schedule changes and shall submit a new and complete changed schedule. The OWNER will not allow any lane closure or paving operations without 48 hours' notice. The CONTRACTOR shall give the City Inspector 48 hours' notice of commencement of all major Work items.
- g. The CONTRACTOR shall assure that all supervisory personnel employed by him/her are fully qualified and competent to properly perform the Work in coordination with other trades at the Work and can perform the Work within the specified periods of time.
  - 1) The CONTRACTOR shall maintain a competent superintendent at the site at all times while Work is in progress to act as the CONTRACTOR's agent. The superintendent shall be capable of properly interpreting the Contract Documents and shall be thoroughly experienced in the type of Work being performed. The superintendent shall have full authority to receive instructions from the OWNER's Designated Representative and to execute the orders or directions of the OWNER's Designated Representative, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. This superintendent must be at the project site to supervise subcontractors. The superintendent must speak and understand English.
  - 2) The CONTRACTOR shall designate a responsible person who speaks and understands English, and who is available at or reasonably near the worksite on a 24-hour basis, 7 days a week who is the point of contact during emergencies.

- 3) The OWNER's Designated Representative shall have the authority to suspend the Work, wholly, or in part, for such periods as may be deemed necessary due to unsuitable weather or other conditions considered unfavorable for performance of the Work.
- 4) The CONTRACTOR may be declared in default for non-progress, by the OWNER's Designated Representative, when the percentage value of dollar Work completed with respect to the total amount of contract is not within 20 percent of the time elapsed versus the total performance period.
- 5) The CONTRACTOR may subcontract for Work identified in this solicitation. The CONTRACTOR will be the prime service provider and shall be responsible for all Work performed and contract deliverables. The CONTRACTOR's workforce shall be responsible for at least 51 percent of the Work performed and provide an on-site, full-time job supervisor to manage the day-to-day job site operations and subcontractors. Proposed use of subcontractors should be included in the response to this solicitation.

**10. Payments and Acceptance**

- a. Payment will not be made until the Work invoiced is completed in full. If material or equipment acceptance testing is required, payment will not be made until satisfactory test results as determined by the OWNER's Designated Representative are delivered to the OWNER.
- b. The CONTRACTOR shall accept the compensation as provided in the contract as full payment for furnishing all materials and for performing all Work planned under the contract.
- c. The contract price shall include all labor, equipment, material, tools, and incidentals required for completing the Work.
- d. Subsoil conditions, if presented, must be interpreted within the limits of investigation and the anticipated normal field variances. Claims for unusual conditions or excessive amounts of fill or excavation over original estimates of the ENGINEER-of-Record or CONTRACTOR shall not be grounds for extra Work clauses or request.

- e. To be paid for all quantities paid by the ton, a City Inspector must verify the delivery and receive a load ticket identifying the truck number, material and quantity of material delivered. The CONTRACTOR shall not haul such materials unless the inspector is on-site. If there has been a change in schedule, the OWNER requires 48 hours' notice to schedule inspectors.
- f. To be paid for all quantities paid by the truckload, the OWNER must have a truck chart for each truck prior to the truck being used for hauling operations. The CONTRACTOR must provide the truck chart to the City Inspector in sufficient time to allow the OWNER to verify all dimensions and volumes shown on the truck chart. A City Inspector must verify the delivery and receive (if available) a load ticket identifying the truck number, material and quantity of material hauled. The CONTRACTOR shall not haul such materials unless the Inspector is on-site. If there has been a change in schedule, the OWNER requires 48 hours' notice to schedule inspectors.
- g. The OWNER's Designated Representative retains the right to cancel portions or expand the scope of Work after a fair and just adjustment is agreed to with the CONTRACTOR.
- h. The CONTRACTOR will receive partial payment based upon the amount of Work completed as determined by the OWNER's Designated Representative, to include stored material. The OWNER will withhold retainage in the amount of 10 percent of the total Work completed at the date of the CONTRACTOR's invoice. The CONTRACTOR may reduce the retainage amount as allowed by Florida Statutes.
- i. Any partial payments will be subject to withholding by the OWNER's Designated Representative pending any unsatisfied claims brought against the CONTRACTOR for labor or materials.
- j. Any partial payments will be subject to withholding by the OWNER's Designated Representative pending any unsatisfied completion or restoration of any assertion for defective or damaged Work or materials.
- k. In the event of dispute regarding amounts due to the CONTRACTOR, the OWNER reserves the right, at any time prior to final payment on the Contract, to audit, or cause to be audited, the CONTRACTOR's original records pertaining to the Work.

- l. Whenever the Work provided for under the Contract has been completely performed by the CONTRACTOR, and the final inspection and final acceptance has been made, and it is proven to the OWNER's Designated Representative that all claims are satisfied, the final payment, being the difference between the contract amount and summation of all previous payment less any penalties assessed, shall be paid to the CONTRACTOR. Upon final payment the CONTRACTOR shall provide the OWNER's Designated Representative a statement that he has been paid all monies due and that the Work was performed in accordance with the Contract Documents.
  - m. The payments of subcontractors, material, men, and suppliers shall comply with Section.
- 11. 255.071 of Florida Statutes.
  - a. Within 5 Working days following each payment to the CONTRACTOR, the CONTRACTOR shall pay respective amounts allowed by the OWNER for all materials, all equipment installed in the Work, all Work performed by subcontractors to the extent of each subcontractor's interest in the CONTRACTOR's amount of payment.
  - b. On monthly invoices subsequent to the first invoice submitted there shall be a signed "Waiver of Right to Claim Against the Payment Bond (Progress Payment)" indicating that invoices for equipment and material supplied and sub-CONTRACTORS have been paid by the CONTRACTOR.
  - c. On the final invoice submitted there shall be a signed "Waiver of Right to Claim Against the Payment Bond (Final Payment)" indicating that invoices for equipment and material supplied and subcontractors have been paid by the CONTRACTOR.
  - d. Date of final payment shall be the commencement of all warranties and guarantees. If the OWNER reasonably determines that the CONTRACTOR or Vendor has breached any of the warranties provided herein, then the CONTRACTOR or Vendor shall perform the necessary Work to comply with its warranties and shall pay to the OWNER its reasonable costs to investigate and then identify the breach of warranty claim.



## **SUPPLEMENTAL CONDITIONS**

### **FEDERAL REGULATIONS CONTRACT REQUIREMENTS**

#### **FEDERAL EMERGENCY MANAGEMENT AGENCY**

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

**Contractor means an entity that receives a contract.**

#### **1. GENERAL REQUIREMENTS**

The services performed by the awarded CONTRACTOR shall be in compliance with all applicable grantor regulations/requirements, and additional requirements specified in this document. It shall be the awarded CONTRACTOR's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project.

In general:

- a. The CONTRACTOR (including all subcontractors) must insert these contract provisions in each lower tier contracts (e.g., subcontract or sub-agreement).
- b. The CONTRACTOR (or subcontractor) must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services.
- c. The prime CONTRACTOR is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider.

#### **2. FEDERAL CONTRACT PROVISIONS**

##### **a. Conflict of Interest**

- 1) This Contract/Work Order is subject to chapter 112, F.S.

- 2) The vendor shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5 percent interest in the CONTRACTOR's company or its affiliates.

**b. Discriminatory Vendors**

- 1) No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance during the term of the contract.
- 2) The CONTRACTOR shall disclose if they appear on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:
  - a) Submit a BID on an agreement to provide any goods or services to a public entity.
  - b) Submit a BID on an agreement with a public entity for the construction or repair of a public building or public work.
  - c) Submit BIDs on leases of real property to a public entity.
  - d) Be awarded or perform work as a consultant under an agreement with any public entity; or transact business with any public entity.

**c. Lobbying:**

- 1) No funds received pursuant to this Agreement may be expended for lobbying the Federal or State Legislature, the judicial branch, or a federal or state agency.
- 2) The BIDDER or offeror certifies by signing and submitting this BID, to the best of his or her knowledge and belief, that:
  - a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the BIDDER or Offeror, 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.

- b) 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.
- c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- d) 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 Section 1352, Title 31, U.S. Code. 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

**d. Record Retention:**

- 1) The CONTRACTOR shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least 5 years after final payment is made and shall allow the OWNER, the State, or its authorized representatives access to such records for audit purposes upon request.

- 2) In the event of litigation or settlement of claims arising from the performance of this contract, in which case CONTRACTOR agrees to maintain same until the OWNER, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims

**e. Diversity:**

- 1) All contracting and subcontracting opportunities afforded by this solicitation/contract enthusiastically embraces diversity. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Firms qualifying under this solicitation are encouraged to submit BIDs. Award of this contract will be conditioned upon satisfying the requirements of this BID specification. These requirements apply to all BIDDERS, including those who qualify as a Minority Business vendor. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

**f. Applicable Laws:**

- 1) The CONTRACTOR shall comply with all applicable federal, state, and local rules and regulations in providing services to the Consortium.
- 2) The CONTRACTOR acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations and that FEMA financial assistance may be used to fund the contract. As such, the CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**g. Administrative, Contractual, or Legal Remedies:**

Unless otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the local government and the CONTRACTOR, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

**h. Patents and Data:**

- 1) No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.
- 2) The grantor agency and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the CONTRACTOR's services.

**i. Clean Air Act and Federal Water Pollution Control Act:**

- 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.*
- 2) 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.*
- 3) The CONTRACTOR agrees to report each violation to the Consortium member and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- 4) 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.

**j. Suspension and Debarment:**

- 1) This contract is a covered transaction for purposes of 2 C.F.R.pt. 180 and 2 C.F.R. pt. 3000.
- 2) 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).
- 3) 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.

- 4) This certification is a material representation of fact relied upon by the OWNER.
- 5) 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 Florida Department of Emergency Management, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 6) 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.
- 7) The BIDDER or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 8) The CONTRACTOR's debarment and suspension status will be validated by the OWNER at the System for Award Management at [www.sam.gov](http://www.sam.gov) and the State of Florida at: [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

**k. Reporting:**

- 1) The CONTRACTOR will provide any information required to comply with the grantor agency requirements and regulations pertaining to reporting.
- 2) It is important that the CONTRACTOR is aware of the reporting requirements of the OWNER, as the Federal or State granting agency may require the CONTRACTOR to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the granting agency.

**l. Access to Records:**

- 1) The CONTRACTOR agrees to provide the OWNER, 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.

- 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.
- 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.
- 4) Pursuant to Section 20.055(5), F.S., the CONTRACTOR will cooperate with the State of Florida's Inspector General in any investigation, audit, inspection, review, or hearing.

**m. Energy Efficiency Standards:**

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.

**n. 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.

**o. 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.

**p. Program Fraud and False or Fraudulent Statements or Related Acts:**

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.

**q. Recovered Materials:**

- 1) In the performance of this Contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency (EPA) designated items unless the product cannot be acquired
  - a) Competitively within a timeframe providing for compliance with the contract performance schedule.
  - b) Meeting contract performance requirements.
  - c) At a reasonable price.
- 2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

**r. Discriminatory Vendors List:**

In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a BID on a Contract to provide any goods or services to a public entity, may not submit a BID on a Contract with a public entity for the construction or repair of a public building or public work, may not submit BIDs 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.

**s. Inspector General Cooperation:**

The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

**t. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms:**

- 1) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.



- a) 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; and
  - (6) Requiring the prime CONTRACTOR, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**u. Equal Opportunity Clauses:**

- 1) Compliance with Regulations:

The CONTRACTOR shall comply with the Acts and the Regulations relative to Nondiscrimination in federally assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

- 2) During the performance of any awarded "federally assisted contracts" the CONTRACTOR agrees as follows:
  - a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - b) 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, sexual orientation, gender identity, or national origin.

- c) 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.
  - d) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 3) 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - 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 by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, 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 the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting 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 such 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 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 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.
- 9) The CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

v. **Contract Work Hours and Safety Standards Act 40 U.S.C. 3702 and 3704, as Supplemented by Department of Labor Regulations (29 CFR Part 5):**

Compliance with the Contract Work Hours and Safety Standards Act.

- 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 40 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 40 hours in such workweek.

- 2) Violation; liability for unpaid wages; liquidated damages:
- a) 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.
  - b) 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.
  - c) 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 40 hours without payment of the overtime wages required by the clause set forth in Paragraph 1 of this section.

- 3) Withholding for unpaid wages and liquidated damages:

The OWNER 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.

w. **Rights to Inventions Made Under a Contract or Agreement:**

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 and the recipient 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

recipient 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.

x. **Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (As Amended):**

- 1) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). CONTRACTORS who apply or BID for an award of \$100,000 or more shall file the required certification.
- 2) 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.
- 3) 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.

## **INSURANCE REQUIREMENTS**

### **LOSS CONTROL/SAFETY**

1. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.
2. The OWNER may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the OWNER.

### **DRUG FREE WORKPLACE REQUIREMENTS**

All contracts with individuals or organizations that wish to do business with the OWNER, a stipulation will be made in the contract or purchase order that requires CONTRACTORS, subcontractors, vendors, or consultants to have a substance abuse policy. The employees of such CONTRACTORS, subcontractors, vendors, or consultants will be subject to the same rules of conduct and tests as the employees of the City of Parker. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the OWNER's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the OWNER is not satisfied with the actions of the CONTRACTOR, subcontractor, vendor, or consultant, the OWNER can exercise its right to bar all of the CONTRACTOR's, subcontractor's, vendor's, or consultants' employees from its premises or decline to do business with the CONTRACTOR, subcontractor, vendor, or consultant in the future. All expenses and penalties incurred by a CONTRACTOR, subcontractor, vendor, or consultant as a result of a violation of the OWNER's Substance Abuse Policy shall be borne by the CONTRACTOR, subcontractor, vendor, or consultant.

### **INSURANCE - BASIC COVERAGES REQUIRED**

1. The CONTRACTOR shall procure and maintain the following described insurance, except for coverages specifically waived by the OWNER, on policies and with insurers acceptable to the OWNER.
2. These insurance requirements shall not limit the liability of the CONTRACTOR. All subcontractors are subject to the same coverages and limits as the CONTRACTOR.

3. The OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR's interests or liabilities but are merely minimums.
4. Except for Workers' Compensation and Professional Liability, the CONTRACTOR's insurance policies shall be endorsed to name the OWNER as an additional insured to the extent of the OWNER's interests arising from this Agreement or Contract or lease.
5. Except for Workers' Compensation, the CONTRACTOR waives its right of recovery against the OWNER, to the extent permitted by its insurance policies.
6. The CONTRACTOR's deductibles/self-insured retentions shall be disclosed to the OWNER and may be disapproved by the OWNER. They shall be reduced or eliminated at the option of the OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention.
7. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the OWNER shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the OWNER, Insurance, Certificates of Insurance and any Additional Insurance provisions of this Agreement or Contract or lease.
8. **WORKERS' COMPENSATION COVERAGE**

The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all Workers' Compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The CONTRACTOR shall also purchase any other coverages required by law for the benefit of employees. The CONTRACTOR shall provide to the OWNER an Affidavit stating that he/she meets all the requirements of Florida Statute 440.02(14)(d).

9. **GENERAL, AUTOMOBILE & EXCESS OR UMBRELLA LIABILITY COVERAGE**

The CONTRACTOR shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' Compensation Coverage section) and the amount of coverage required.

10. GENERAL LIABILITY COVERAGE Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this Agreement or Contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

11. PRODUCTS/COMPLETED OPERATIONS

The CONTRACTOR is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the OWNER's acceptance of renovation or construction projects.

12. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance, or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

13. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed.

Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

14. CERTIFICATES OF INSURANCE

- a. Required insurance shall be documented in Certificates of Insurance which provide that the OWNER shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the City of Parker, 1001 Park Street, Florida 32404. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the OWNER by the CONTRACTOR.

**The OWNER shall be named as an Additional Insured, Primary and Non-Contributory for both General Liability and Business Auto**



**Liability with Waiver of subrogation included with respects to both General Liability and Business Auto.**

- b. New Certificates of Insurance are to be provided to the OWNER at least 15 days after coverage renewals.
- c. If requested by the OWNER, the CONTRACTOR shall furnish complete copies of insurance policies, forms, and endorsements.
- d. For the Commercial General Liability coverage, the CONTRACTOR shall, at the option of the OWNER, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

**15. RECEIPT OF INSUFFICIENT CERTIFICATES**

Receipt of certificates or other documentation of insurance or policies or copies of policies by the OWNER, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements herein.

**16. ADDITIONAL INSURANCE**

**If checked below, the OWNER requires the following additional types of insurance.**

☒ **Professional Liability/Malpractice/Errors or Omissions Coverage**

The CONTRACTOR shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of per occurrence. If a claim is made form of coverage is provided, the retroactive date of coverage shall be no later than \_\_\_\_\_.

The inception date of claims made coverage unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

☐ **Property Coverage for Leases**

The CONTRACTOR shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and

personal property/contents. The policy shall cover 100% replacement cost and shall include an agreed value endorsement to waive coinsurance.

☐ **Commercial General Liability Increased General Aggregate Limit (or separate aggregate)**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of N/A is required by the OWNER for this Agreement or Contract.

☐ **Liquor Liability**

In anticipation of alcohol being served, the CONTRACTOR shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g., host or other coverage), the CONTRACTOR's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract, or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

☐ **OWNERS Protective Liability Coverage**

For renovation or construction contracts, the CONTRACTOR shall provide for the OWNER an OWNER's protective liability insurance policy (preferably through the CONTRACTOR's insurer) in the name of the OWNER. This is redundant coverage if the OWNER is named as an additional insured in the CONTRACTOR's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the CONTRACTOR's liability coverage limit is used up by other claims.

☒ **Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased.

If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the OWNER and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

☐ **Installation Floater Coverage**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the CONTRACTOR, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions, or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

☐ **Motor Truck Cargo Coverage**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the CONTRACTOR's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

☐ **Contractor's Equipment Coverage**

CONTRACTOR's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the contractor. All risks coverage is preferred.

The Contract may declare self-insurance for CONTRACTOR equipment.

☐ **Fidelity/Dishonesty/Liability Coverage – Third Party**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e., theft of valuables.

☐ **Fidelity/Dishonesty Coverage for Employer (Contractor)**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the CONTRACTOR's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

☐ **Fidelity/Dishonesty/Liability Coverage for OWNER**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the OWNER.

☐ **Garage Liability Coverage**

Garage Liability insurance is to be purchased to cover the CONTRACTOR and its employees for its garage and related operations while in the care, custody, and control of the OWNER's vehicles.

☐ **Garage Keepers' Coverage (Legal Liability Form)**

Garage Keepers' Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the OWNER's vehicles while in the care, custody, and control of the CONTRACTOR. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

☐ **Damage to Premises Rented/Leased to you- (Legal Liability Form)**

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

☐ **Watercraft Liability Coverage**

Because the CONTRACTOR's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance, or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.

☐ **Aircraft Liability Coverage**

Because the CONTRACTOR's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance, or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

☐ **Pollution Legal Liability Coverage**

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this Agreement or Contract.

☐ **United States Longshoremen and Harbor Workers Act Coverage**

The Workers' Compensation policy is to be endorsed to include United States Longshoremen and Harbor Workers' Act Coverage for exposures which may arise from this Agreement or Contract.

☐ **Jones Act Coverage**

The Workers' Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this Agreement or Contract.



# **ATTACHMENT 3**

# **CONTRACT FORMS**

## PUBLIC CONSTRUCTION BOND

Bond No. \_\_\_\_\_ (enter bond number)

BY THIS BOND, We \_\_\_\_\_, as  
Principal And \_\_\_\_\_ a corporation, as Surety, are bound to  
the City of Parker, Florida, herein called OWNER, in the sum of \$ \_\_\_\_\_  
for payment of which we bind ourselves, our heirs, personal representatives, successors,  
and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated \_\_\_\_\_ between Principal  
and OWNER for **ITB 2022-04 – CITY OF PARKER – PARKER SPORTS  
COMPLEX - PHASE 1**, the Contract being made a part of this Bond by reference,  
at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida  
Statutes, supplying Principal with labor, materials, or supplies, used directly or  
indirectly by Principal in the prosecution of the Work provided for in the contract;  
and
3. Pays OWNER all losses, damages, expenses, costs, and attorney's fees, including  
appellate proceedings, that OWNER sustains because of a default by Principal  
under the contract; and,
4. Performs the guarantee of all Work and materials furnished under the Contract for  
the time specified in the Contract, then this Bond is void; otherwise, it remains in  
full force.

Any action instituted by a claimant under this Bond for payment must be in accordance  
with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with  
any formalities connected with the Contract or the changes does not affect Surety's  
obligation under this bond.

DATED ON \_\_\_\_\_,

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
By (As Attorney in Fact) (Name of Surety)

## NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### PROJECT DESCRIPTION:

The OWNER has considered the BIDs submitted in response to its advertised **ITB 2022-04 – CITY OF PARKER – PARKER SPORTS COMPLEX - PHASE 1.**

All interested parties are hereby notified that the BID submitted by

\_\_\_\_\_ for the  
**CITY OF PARKER – PARKER SPORTS COMPLEX - PHASE 1 (ITB 2022-04)** project  
has been accepted for the Work described in the Bid Documents in the amounts of

\$ \_\_\_\_\_

As required by the Instruction to Bidders, please execute the Agreement and furnish the required CONTRACTOR's Certificates of Insurance and Construction Bonds within 10 business days from the date of this notice.

You are further required to return an acknowledged copy of this Notice of Award to the OWNER with the executed Agreement and required Certificates of Insurance and Bonds within the 10 business days.

If you have any questions, please contact Mandy O'Regan, Anchor CEI (OWNER's Representative), [moregan@anchorcei.com](mailto:moregan@anchorcei.com); (850) 215-1285.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



**City of Parker**

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

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

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

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged:

By \_\_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

**NOTICE TO PROCEED**

DATE: \_\_\_\_\_

TO: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PROJECT: **ITB NO: 2022-04 - CITY OF PARKER**  
**PARKER SPORTS COMPLEX – PHASE 1**

You are hereby notified to commence Work in accordance with the Agreement dated\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, on or before \_\_\_\_\_, 20\_\_\_\_ and  
you are to complete the Work within **90** calendar days. The date of completion of all  
Work is therefore \_\_\_\_\_, 20\_\_\_\_.

You are required to return an acknowledged copy of this Notice to Proceed to the City of  
Parker.

BY: **CITY OF PARKER**

\_\_\_\_\_  
Mayor Kelly

\_\_\_\_\_  
Date

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged.

\_\_\_\_\_  
CONTRACTOR's Name

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Type or Print Name

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

## **AGREEMENT**

This Agreement, dated \_\_\_\_\_ is between the City of Parker, located at 1001 West Park Avenue, Parker, Florida 32404 ("OWNER") and \_\_\_\_\_, doing business as a \_\_\_\_\_ (an individual), or (a partnership), or (a corporation), having a business address of \_\_\_\_\_ (hereinafter called "CONTRACTOR"). It should be noted that the term CONTRACTOR in this Agreement will apply to the CONTRACTOR awarded the project for **ITB 2022-04 – CITY OF PARKER – PARKER SPORTS COMPLEX - PHASE 1.**

### **1. Scope of Work**

The OWNER desires to hire CONTRACTOR to provide all necessary labor, supervision, equipment, and supplies for the performance of the work in connection with the construction of **ITB 2022-04 – CITY OF PARKER – PARKER SPORTS COMPLEX - PHASE 1** ("Project"), to be located within Parker, in accordance with the Drawings and Specifications prepared by Anchor Consulting Engineering and Inspection, Inc. and all other Contract Documents hereafter specified.

The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the Work required under the Contract Documents, as defined herein, and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively, the "Work").

The OWNER shall award this contract to the most qualified CONTRACTOR for the rehabilitation of the Parker Sports Complex - Phase 1 project. This project includes all appurtenances as detailed on the Bid Form included in this Bid Package. Please refer to the Construction Drawings included in this Bid Package for further details. Specifically, this project includes:

- Reconstruction of one basketball court that is 105 feet long by 70 feet wide by 4 inches deep including the placement of 4-inch-deep asphalt with 1 inch of acrylic top court overlay surface (approximately 75 cubic yards of asphalt). This will also include approximately 770 linear feet of 2-inch white basketball court striping lines per high school regulations (100% acrylic water-based line paint) and two regulation backboards with hoops and nets on 10-foot by 5-foot poles.
- Resurfacing of an existing basketball court that is 105 feet long by 70 feet wide by 4 inches deep including the placement of 2-inch-deep asphalt with 1 inch of

acrylic top court overlay surface (approximately 44 cubic yards of asphalt). This will also include approximately 770 linear feet of 2-inch white basketball court striping lines per high school regulations (100% acrylic water-based line paint) and two regulation backboards with hoops and nets on 10-foot by 5-foot poles.

- Resurfacing of tennis and pickleball court that is approximately 120 feet long by 120 feet wide by 4 inches deep including the placement 2-inch-deep asphalt with 1-inch acrylic top court overlay surface (approximately 89 cubic yards of asphalt). This will also include approximately 790 linear feet of 2-inch pickleball and tennis court striping lines (100% acrylic water-based line paint). It will also include one 8 mm polyethylene tennis net (42 linear feet) with two 8-foot by 4-inch steel post with tensioner and four 21.75 linear feet pickleball polyethylene nets with eight 8-foot by 4-inch steel posts with tensioners.
- Site-Wide Fencing within Parker Sports Complex:
  - Installation of approximately 700 linear feet of 6-foot-high chain link fencing (3-inch posts, 6 feet on center, 1-3/8-inch top rail) with three single 3-foot-wide by 6-foot-high chain link gates around the perimeter of the basketball courts.
  - Installation of approximately 600 linear feet of 10-foot-high chain link fencing (3-inch posts, 10 feet on center, 1-3/8-inch top rail) with four 3-foot-wide by 10-foot-high chain link gates and 600 linear feet of fence screening around perimeter and center divider of tennis and pickleball courts.
  - Installation of approximately 941 linear feet of 6-foot-high chain link fencing with three 6-foot high by 4-foot wide double-gated entrances for the small and large dog run areas.
- Restoration, include seeding or sodding in areas where construction disturbed landscape, in accordance with the contract documents, and any other appurtenances detailed in Construction Drawings of this Bid Package not included in this summary.

The term “Contract Documents” shall have the generally accepted meaning, including but not limited to:

- a. **ITB 2022-04 – CITY OF PARKER – PARKER SPORTS COMPLEX - PHASE 1 PROJECT**, including but not limited to:
  - 1) Plans and Specifications Package.

- 2) Bid Form.
- 3) Bid Bond.
- 4) Anti-Collusion Clause.
- 5) Conflict of Interest Disclosure Form.
- 6) Identical Tie Bids/Drug Free Workplace.
- 7) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
- 8) Certification Regarding Lobbying.
- 9) Public Construction Bond (Payment and Performance Bond) and related bond documents.
- 10) Notice of Contest of Claim Against Payment Bond.
- 11) Waiver of Right to Claims Against Payment Bond (Progress Payment).
- 12) Waiver of Right to Claims Against Payment Bond (Final Payment).
- 13) Contractor's response to the RFP.
- 14) Insurance Requirements.
- 15) Public Construction Bond.
- 16) Notice of Award.
- 17) Notice to Proceed.
- 18) Agreement.
- 19) Waiver of Right to Claim Against the Payment Bond (Progress Payment).
- 20) Waiver of Right to Claim Against the Payment Bond (Final Payment).
- 21) Contract Change Orders (provided during course of construction if needed).

22) Addenda:

No. \_\_, dated \_\_\_\_\_, 20\_\_.

No. \_\_, dated \_\_\_\_\_, 20\_\_.

The Contract Documents also include any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement."

In the case of any conflict between the provisions of this Agreement and another Contract Document, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this Agreement shall first prevail.
- b. The bid form and accompanying bidder submittals shall be next.
- c. The RFP and attachments shall be the final priority.

In the event of a conflict within or between any other document or documents comprising the Contract Documents, the OWNER alone shall be entitled to select the provision which shall apply.

**2. Term**

This Contract shall commence within 10 calendar days after the date of receipt of the "Notice to Proceed" to CONTRACTOR(s). The CONTRACTOR(s) for each project listed in Item 1 above shall achieve Final Completion of the Work within **90** calendar days of the required commencement date, except to the extent the period for Final Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work for each project shall be achieved by CONTRACTOR within the time period set forth in the executed Notice to Proceed. The CONTRACTOR agrees to pay the OWNER, liquidated damages, in the sum of \$100.00 for each calendar day that expires after the Contract Time for Final Completion.

**3. Contract Price**

The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$ \_\_\_\_\_ as shown in the bid schedule included within the Bid Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

**4. Payments**

- a. Notwithstanding anything contained herein to the contrary, all payments shall be made in accordance with Florida Statute 218.70, et seq. CONTRACTOR shall use AIA G702 – Application for Payment form for all pay requests to the OWNER. At least 10 days before submitting the first Application for Payment, the CONTRACTOR shall submit to the OWNER a schedule of values allocated to various portions of the Work, prepared in such form, and supported by such data to substantiate its accuracy as the OWNER shall require from time to time. It is anticipated the schedule of values substantially will be based upon the CONTRACTOR's completed Bid Form. This schedule, unless objected to by the OWNER, shall be used as a basis for reviewing the CONTRACTOR's Applications for Payment. On or before the 25<sup>th</sup> of each month, the CONTRACTOR will submit to the OWNER an Application for Payment filled out and signed by the CONTRACTOR covering the Work performed since the previous month's Application for Payment. Invoices received after the 25<sup>th</sup> day of each month shall be considered for payment as part of the next month's Application for Payment.

CONTRACTOR's Application for Payment shall be in such form and contain such detail and backup as the OWNER reasonably may require.

Payment by the OWNER to the CONTRACTOR of the statement amount shall be made within 25 days after approval is submitted to the OWNER. Ten percent (10%) retainage shall be held at the discretion of the OWNER; the 10% retainage shall be paid at the completion of the Work. Provided, however, nothing in this Section shall preclude or limit the OWNER's right to withhold payment as otherwise permitted by the terms of the Contract Documents or as permitted by law. Payments of these monthly invoices shall in no way imply approval or acceptance of the Work.

- b. Each Application for Payment shall be accompanied by a "Waiver of Right to Claim Against the Payment Bond (Progress Payment)" in a form identified in the Contract Documents for all materials, labor, equipment, services, and other bills associated with that portion of the Work payment is being requested in that Application for Payment. Further, each payment request shall be accompanied by a claim release and waiver in the form approved by the OWNER from all Subcontractors and suppliers evidencing their payment in full through the previous month's Application for Payment. Also, each payment request shall be accompanied by an updated Construction

Schedule, a list inventorying all stored materials, a monthly progress status report, and any other document reasonably requested by the OWNER. The OWNER shall not be required to make payment until and unless such releases, documents and information are furnished by the CONTRACTOR. Further, if the CONTRACTOR is withholding any portion of a payment to any Subcontractor or supplier for any labor, services, or materials for which the OWNER has paid CONTRACTOR, the CONTRACTOR agrees to refund such money to the OWNER upon demand by the OWNER.

- c. The OWNER shall review each Application for Payment submitted by the CONTRACTOR and shall make recommendations to the OWNER as to the proper amounts, if any, which may be owed to the CONTRACTOR thereunder. The OWNER shall have the right to refuse to approve payment amounts, or portions thereof, requested by the CONTRACTOR in an Application for Payment, or rescind any amount previously approved, and the OWNER may withhold any payments otherwise due to the CONTRACTOR under this Agreement or any other agreement between the OWNER and CONTRACTOR, to the extent it is reasonably necessary, to protect the OWNER from any expense, cost or loss attributable to:
- 1) Defective or deficient Work not properly remedied in accordance with the terms of the Contract Documents.
  - 2) The filing or reasonable evidence indicating the probable filing of third-party claims against the OWNER attributable to the fault or neglect of CONTRACTOR.
  - 3) The CONTRACTOR's failure to make timely and proper payments to all Subcontractors and suppliers.
  - 4) Reasonable evidence that the remaining Work cannot be completed for the unpaid Contract Price balance.
  - 5) Reasonable evidence indicating that the remaining Work cannot be completed within the remaining Contract Time.
  - 6) The CONTRACTOR's failure to satisfactorily prosecute the Work in accordance with the requirements of the Contract Documents.
  - 7) Any other material breach of the requirements of the Contract Documents by CONTRACTOR.



- d. The OWNER shall have the right, but not the obligation, to take any corrective action the OWNER deems appropriate to cure any of the above noted items, at the CONTRACTOR's expense, if such items are not cured by the CONTRACTOR to the OWNER's reasonable satisfaction within 3 days after CONTRACTOR's receipt of written notice from the City.
- e. In the event that there is a dispute in the amount of the Application for Payment, then only the disputed amount shall be held until resolved and the undisputed amount shall be paid within the time limits as stated within Section 4 – Payment of this Agreement and the progress of the project shall not be interrupted. Both parties agree that best efforts be made to resolve the disputed amount.
- f. The OWNER may reject a payment request, in whole or in part, submitted by the CONTRACTOR if such payment request is not submitted in strict accordance with the requirements of Section 4 – Payments of this Agreement. In such event, the OWNER shall notify the CONTRACTOR in writing within 20 business days after receipt of such Application for Payment that such request for payment, or portion thereof, has been rejected and the reasons for such rejection. If CONTRACTOR resubmits a revised Application for Payment correcting, in the OWNER's unfettered determination, the deficiency specified in the rejection notice, then the OWNER shall pay the CONTRACTOR the corrected portion of the payment request within 10 business days after the date the revised Application for Payment is received and approved by the OWNER.
- g. Prior to Final Completion, the OWNER may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.
- h. Final Payment - Upon completion and acceptance of the Work, the City shall issue a certificate attached to the final Application for Payment that states the Work has been fully performed in accordance with the requirements of the Contract Documents and that the City recommends final payment in the amount reflected in the attached final Application for Payment. The OWNER shall make final payment to CONTRACTOR within 30 days after the Work is finally accepted by the OWNER, provided that CONTRACTOR first, and as an explicit condition precedent to the accrual of CONTRACTOR's right to final payment, shall have furnished the OWNER with a properly executed and notarized final release in the form reasonably required by the OWNER, as well as a duly-executed copy of the surety's

consent of release of the Public Construction Bond for final payment and such other documentation that may be required by the Contract Documents, the City.

- i. The acceptance by the CONTRACTOR of final payment shall be and shall operate as a full release and waiver of any and all claims by CONTRACTOR against the OWNER arising out of this Agreement or otherwise relating to one the individual Projects, except those identified in writing by the CONTRACTOR as unsettled in its final Application for Payment. Any payment, however, final, or otherwise shall not release the CONTRACTOR or its sureties from any obligations under the Contract Documents. Neither the acceptance of the Work nor payment by the OWNER shall be deemed to be a waiver of the OWNER's right to enforce any obligations of the CONTRACTOR hereunder or to the recovery of damages for defective Work not discovered by the City at the time of final inspection.
- j. No error or oversight in the making of payment or completion certificates shall relieve the CONTRACTOR from its obligation to do and complete the Work in accordance with the requirements of the Contract Documents.
- k. Payments to Subcontractors - The CONTRACTOR shall promptly, but not later than 15 days after receipt of payment from the OWNER, pay all the amount due subcontractors less a retainage of 10 percent (10%). If there should remain items to be completed, the CONTRACTOR and the OWNER shall list those items required for completion and the CONTRACTOR shall require the retainage of a sum equal to 150% of the estimated cost of completing any unfinished items, provided that said unfinished items are separately listed and the estimated cost of completing any unfinished items likewise separately listed. Thereafter, the CONTRACTOR shall pay to the Subcontractors, monthly the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with each individual Project has been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the OWNER's operating and maintenance personnel is complete. Final payment may be made to certain select Subcontractors whose Work is satisfactorily completed prior to the total completion of the Project but only upon approval of the City.

**5. Independent CONTRACTOR**

The CONTRACTOR shall at all times, relevant to this Agreement, be an independent CONTRACTOR and maintain control over and have sole responsibility for CONTRACTOR's employees and other personnel. In no event shall the CONTRACTOR, nor any employees or sub-contractors under it, be considered to be employees, servants, or agents of the City of Parker.

**6. Contractor's Personnel**

Contractor's employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. CONTRACTOR has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the CONTRACTOR. The direction of the work of CONTRACTOR's employees shall be under the exclusive control of CONTRACTOR. If the OWNER objects to the presence or performance of any employee of CONTRACTOR, CONTRACTOR shall remove such employee from OWNER premises.

**7. Cooperation**

The CONTRACTOR agrees to perform each phase of the Work at the scheduled time and in the scheduled sequence. The CONTRACTOR will cooperate with the City as requested and specifically allow the City to inspect the performance of the Work of this Agreement.

**8. Direct Purchasing**

This Agreement does not include direct purchasing requirements.

**9. Records / Audits**

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

- a. Keep and maintain public records required by the OWNER in order to perform the service.
- b. Upon request from the OWNER's custodian of public records, provide the OWNER 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, F.S. or as otherwise provided by law.

- c. 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 Agreement if the CONTRACTOR does not transfer the records to the OWNER.
- d. Upon completion of the Agreement, transfer, at no cost to the OWNER, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the OWNER to perform the service. If the CONTRACTOR transfers all public records to the OWNER 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 electronically stored must be provided to the OWNER, upon request from the OWNER's custodian of public records in a format that is compatible with the information technology systems of the OWNER.

- e. During the term of the Agreement, the CONTRACTOR shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The form of all records and reports shall be subject to the approval of the City's Auditor. The CONTRACTOR agrees to make available to the City's Auditor, during normal business hours and in the City, all books of account, reports and records relating to this contract.

**10. Public Records Custodian**

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 City of Parker at 1001 West Park Avenue, Parker, Florida 32404, via phone at (850) 871-4101 or e-mail at [tjeffreys@cityofparker.com](mailto:tjeffreys@cityofparker.com).

**11. (This section intentionally left blank)**

**12. Laws, Rules, and Regulations**

- a. General Laws:
  - 1) CONTRACTOR agrees to comply, at its own expense, with all Federal, State, and local laws, codes, statutes, ordinances, rules,

administrative orders, regulations, and requirements applicable to the Project, including but not limited to those dealing with safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes).

- 2) If CONTRACTOR observes that the Contract Documents are at variance therewith, it shall promptly notify the OWNER in writing.
- 3) The CONTRACTOR shall give all notices required of it by law and shall comply with all Federal, State, and local laws, ordinances, rules, and regulations governing CONTRACTOR's performance of this Agreement and the preservation of public health and safety.
- 4) Upon request by the OWNER, CONTRACTOR shall provide proof of such compliance to the OWNER.

b. Illegal Alien Labor:

- 1) The CONTRACTOR shall comply with all provisions State and Federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform Work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is in compliance with such laws.
- 2) The CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors.
- 3) The CONTRACTOR shall pay all cost incurred to initiate and sustain the verification programs.

c. Termination for Cause:

Failure of the CONTRACTOR to comply with the provision of this section shall constitute grounds for the OWNER to immediately terminate this Agreement for cause and declare the CONTRACTOR to be non-responsible for bidding or proposing on future contracts for 1 year from the date the City notifies the CONTRACTOR of such non-compliance.

**13. Insurance**

During the term of this Agreement, the CONTRACTOR will purchase and maintain insurance and comply with the OWNER's Drug Free Workplace and Insurance Requirements which are incorporated herein by reference.

**14. Hold Harmless and Indemnification**

- a. To the maximum extent permitted by Florida law, the CONTRACTOR shall indemnify and hold harmless the OWNER, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR.
- b. The parties understand and agree that such indemnification by the CONTRACTOR relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter.
- c. The CONTRACTOR's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**15. Duty to Pay Defense Costs**

- a. The CONTRACTOR agrees to reimburse and pay on behalf of the OWNER the cost of the OWNER's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all:
  - 1) Claims described in the Hold Harmless and Indemnification paragraph, or
  - 2) Other claims arising out of the CONTRACTOR's performance of the Agreement and in which the OWNER has prevailed.
- b. The OWNER shall choose its legal defense team, experts, and consultants and invoice the CONTRACTOR accordingly for all fees, costs, and expenses upon the conclusion of the claim.
- c. Such payment on the behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

d. This section survives termination or expiration of this Agreement.

**16. Notices**

All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either:

- a. by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or
- b. by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator, UPS or other expedited mail or package delivery, or
- c. by hand delivery to the appropriate address as herein provided. Notices to the OWNER required hereunder shall be directed to the following address:

If to the **OWNER**:

City of Parker  
1001 West Park Avenue  
Parker, Florida 32404  
(850) 871-4104

If to the **CONTRACTOR**:

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The CONTRACTOR shall notify the OWNER of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies including Finance. The CONTRACTOR's notification of address change is sufficient if sent by email or facsimile.

**17. Assignment**

The CONTRACTOR shall not assign in whole or in part any part of the Work of this Agreement except with prior written consent of the OWNER.

**18. Successors and Assigns**

This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**19. Entire Agreement**

All proposals, negotiations, and representations regarding the work of this Agreement are merged in this instrument. Any amendment or modification of this Agreement shall be in writing and signed by the duly authorized representatives of the parties.

**20. No Waiver**

The waiver by the OWNER of, or the OWNER's failure to demand strict performance of, any obligation of the CONTRACTOR shall not be construed to waive or limit the full and faithful performance by the CONTRACTOR of another of its obligations or of the same obligation in the future.

**21. Severability**

Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

**22. Termination for Cause**

- a. If the CONTRACTOR fails to comply with any of the terms and conditions of this Agreement, the OWNER may give notice, in writing, to the CONTRACTOR of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the OWNER may, with no further notice, declare this Agreement to be terminated. The CONTRACTOR will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the OWNER by reason of the CONTRACTOR's failure to comply with this Agreement.
- b. Notwithstanding the above, the CONTRACTOR is not relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of this Agreement by the CONTRACTOR and the OWNER may withhold any payments to the CONTRACTOR for the purpose of setoff until such



time as the amount of damages due the OWNER from the CONTRACTOR is determined.

- c. Failure of the CONTRACTOR to comply with the provision of Section 12 Laws, Rules, and Regulations shall constitute grounds for the OWNER to immediately terminate this Agreement for cause and declare the CONTRACTOR to be non-responsible for bidding or proposing on future Agreements for 1 year from the date the OWNER notifies the CONTRACTOR of such non-compliance.
- d. This Agreement may be terminated by the OWNER if the successful bidder (CONTRACTOR) is found to have submitted a false certification as required under section 215.471 (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.

**23. Governing Law & Venue**

This Agreement is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Bay County, Florida.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first written above.

Executed by:

**PARKER CITY COUNCIL**

By: \_\_\_\_\_  
Andrew Kelly, Mayor

Approved as to form:

**CONTRACTOR**

By: \_\_\_\_\_  
(Authorized Representative)

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

State of \_\_\_\_\_ County of \_\_\_\_\_

This Agreement was acknowledged and subscribed before me the undersigned notary this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ and with proper authority, and who is personally known by me or produced identification of

\_\_\_\_\_.

\_\_\_\_\_  
Notary Public (seal, signature, and date)

**WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND**

**(PROGRESS PAYMENT)**

The undersigned, in consideration of the sum of \$\_\_\_\_\_, hereby waives its right to claim against the payment bond for labor, services, or materials furnished through \_\_\_\_\_ (insert date) to \_\_\_\_\_ (insert the name of contractor) on the job of the City of Parker, for improvements to the following described project:

**ITB NO: 2022-04**  
**CITY OF PARKER**  
**PARKER SPORTS COMPLEX- PHASE 1**  
(Project Name)

This waiver does not cover any retention, or any labor, services, or materials furnished after the date specified.

CONTRACTOR: \_\_\_\_\_

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

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

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

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

**WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND**

**(FINAL PAYMENT)**

The undersigned, in consideration of the final payment in the amount of \$\_\_\_\_\_  
\_\_\_\_\_, hereby waives its right to claim against the payment bond for labor,  
services, or materials furnished to \_\_\_\_\_  
(insert the name of contractor) on the job of the City of Parker for improvements to the  
following described project:

**ITB NO: 2022-04**  
**CITY OF PARKER**  
**PARKER SPORTS COMPLEX- PHASE 1**  
**(Project Name)**

This waiver does not cover any retention, or any labor, services, or materials furnished  
after the date specified.

CONTRACTOR: \_\_\_\_\_

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

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

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

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