

# Request for Proposals 2024-01

## City of Parker

### Hurricane Sally

## Stormwater Outfall Sediment Dredging



Date of Issue: July 7, 2024

Closing: Tuesday, August 6, 2024, at 2:00 p.m. CST

**RFP Coordinator(s):**

Taylor Jeffreys, Public Works Administrator  
City of Parker  
1001 West Park Street, Parker, Florida 32404  
and

Mandy O'Regan  
Anchor Consulting Engineering and Inspection, Inc.  
450 Magnolia Avenue  
Panama City, Florida 32401



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## INSTRUCTIONS TO BIDDERS

### INTRODUCTION

The objective of this Request for Proposal (RFP) is to select a Florida-Licensed General Contractor with significant marine construction experience to provide services to the City of Parker (hereinafter referred to as "CITY" or "OWNER") for the construction of the **HURRICANE SALLY STORMWATER OUTFALL SEDIMENT DREDGING** project as detailed on the Construction Drawings.

A. This project will consist of dredging activities at the following seven outfall locations:

1. **Site 1 Outfall - Vicinity of 1143 West Street:**  
Proposed dredge area: 225 cubic yards  
FEMA-approved dredge maximum area: 471 cubic yards  
Turbidity Curtain: 320 linear feet
2. **Site 2 Outfall – Vicinity of East 5<sup>th</sup> Street:**  
Proposed dredge area: 108 cubic yards  
FEMA-approved dredge maximum area: 433 cubic yards  
Turbidity Curtain: 330 linear feet
3. **Site 3 Outfall – Vicinity of Center Street and East 3<sup>rd</sup> Street:**  
Proposed dredge area: 259 cubic yards  
FEMA-approved dredge maximum area: 265 cubic yards  
Turbidity Curtain: 320 linear feet
4. **Site 4 Outfall – Vicinity of 1028 East Street:**  
Proposed dredge area: 460 cubic yards  
FEMA-approved dredge maximum area: 580 cubic yards  
Turbidity Curtain: 370 linear feet
5. **Site 5 Outfall – Vicinity of 1031 Brannon Place:**  
Proposed dredge area: 41 cubic yards  
FEMA-approved dredge maximum area: 43 cubic yards  
Turbidity Curtain: 315 linear feet
6. **Site 6 Outfall – Vicinity of 5302 Soule Drive:**  
Proposed dredge area: 370 cubic yards  
FEMA-approved dredge maximum area: 387 cubic yards  
Turbidity Curtain: 220 linear feet

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**7. Site7 Outfall – Vicinity of 5324 Soule Drive:**

Proposed dredge area: 167 cubic yards

FEMA-approved dredge maximum area: 167 cubic yards

Turbidity Curtain: 150 linear feet

- B. Each site will require either a roll-off container to be placed in uplands or a barge mounted dewatering system for the dredged sediment material. Dredged and dewatered material will be stockpiled at 4721 U.S. Highway 98, Parker, Florida. As an alternate, the City may elect to have the dredged sediment hauled to the Steelfield Class 1 Landfill located at 11411 Landfill Road, Panama City Beach, Florida.
- C. Turbidity monitoring will be required to ensure 29 NTU's are not exceeded.

The OWNER seeks BIDs from a Florida-Licensed General Contractor that can provide all permits, labor, materials, equipment, tools, transportation, and supplies required for the coordination and dredging work to be performed for the **HURRICANE SALLY STORMWATER OUTFALL SEDIMENT DREDGING** project at the locations referenced above in Parker, Florida. 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 with significant experience and who specializes in dredging operations. Subcontractors shall be Florida licensed in their trade. Additional information regarding CONTRACTOR's past performance and from references will be required and considered as part of the Bid. BIDs may be deemed nonresponsive if not accompanied by proof of State of Florida General Contractor License.

Funding for the project may be reimbursed by the Federal Emergency Management Agency (FEMA) as part of Disaster Recovery from Hurricane Sally FEMA Project No. DR No. 4564 (Damage Nos. 416379).

**BID DEADLINE/DELIVERY**

SEALED BIDS will be received up until **2:00 p.m. (CDT) on Tuesday, August 6, 2024**, for **RFP 2024-01 – HURRICANE SALLY STORMWATER OUTFALL SEDIMENT DREDGING**. Bids will be publicly opened and read aloud at the City Council Meeting on **Tuesday, August 6, 2024 at 5:30 p.m.**

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.

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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” and one (1) copy labeled “COPY.” 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. ANY BID RECEIVED AFTER THE SPECIFIED TIME WILL NOT BE ACCEPTED OR CONSIDERED.

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 including bid documents, plans, or other material associated with the bid may also be obtained from 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 Consulting Engineering and Inspection, Inc. ([moregan@anchorcei.com](mailto:moregan@anchorcei.com)) is the only point of contact for this RFP. Under no circumstances may a BIDDER contact any City Council Member or other City employee concerning this RFP 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 July 26, 2024**.

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**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). It is the responsibility of the BIDDER prior to submission of any BID to check the City's website above or contact the Owner's Representative, Mandy O'Regan, to verify if any addenda have been issued at [moregan@anchorcei.com](mailto:moregan@anchorcei.com).

The receipt of all addenda must be acknowledged on the addenda response sheet provided within this BID package.

**BID CHECKLIST**

Please submit one original of the items on the following list and any other items required in the BID FORMS section or appendices (if applicable) of this RFP. The checklist is provided as a courtesy and may not be all inclusive of items required within this RFP.

1. VALID FLORIDA-REGISTERED GENERAL 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
10. CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST
11. SUB-CONTRACTORS LIST
12. STATEMENT OF EXPERIENCE REQUIREMENTS

**LICENSING**

BIDDER shall be properly licensed for the work specified in this Request for Proposal. 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.

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**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. No conditions, limitation, or provisions will be attached or added to the Bid Form or other Bid Documents by the BIDDER.

No BIDDER shall be permitted to correct a Bid mistake after Bid Opening that would cause such BIDDER to have the low bid, except for the correction of errors in extension of unit prices in the BIDs. In such cases, the Unit Price Bid shall not be changed and shall prevail.

**BID BOND**

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 (found in Contract Forms section of this Bid Document).

The City 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 possible.

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

BIDs shall be calculated on the basis of unit cost pricing. The unit prices shall include all charges for completing the work depicted on the drawings. The Work which is defined as the improvements described in the Contract Documents and depicted on the drawings to include layout, insurance, taxes, field office and supervision, overhead and profit, permits, impact permit fees, 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.

**GENERAL TERMS**

Companies that are required to register with the Division of Corporations as a domestic or foreign business entity shall provide evidence of their registration.

**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

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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.

**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 RFP. 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 RFP, 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.

**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.

Sealed bids, proposals, or replies received by the OWNER as a result of this competitive solicitation are exempt from Florida Statute Section 119.071(1) and Section 24(a), Article 1 of the State of Florida Constitution, until such time as the OWNER provides notice of an intended decision or until 30 days after opening the BIDs, proposals, or final replies, 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 Bidder 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 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.

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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.

**BID PROTEST**

A notice of protest must be submitted within three business days after posting of the recommendation of award.

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.

**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. As part of the Bid Package submittal, Bidders are required to submit the form located in **Appendix C**, Statement of Experience Requirements for Dredging Operations, which will be included in the Bid Evaluation. The CONTRACTOR's past performance and references will be evaluated as part of this process. The OWNER has the right to accept a BID, other than the lowest, 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.

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A BID may be rejected if it is non-responsive or does not conform to the requirements and instructions in this RFP. 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.
6. 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. Bidder 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 CONTRACT DOCUMENTS**

The AWARDED BIDDER shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver all required Contract Documents to the OWNER's Representative for submittal to the OWNER.

The AWARDED BIDDER shall also deliver any required bonds and the policies of insurance or insurance certificate as required. All bonds and insurance documents shall be approved by the OWNER before the successful AWARDED BIDDER may proceed with the work.

The execution of the Agreement shall be contingent upon the AWARDED CONTRACTOR obtaining all required building permits.

Neither the Notice of Award nor the execution of the required contract documents by the AWARDED BIDDER creates any rights in the BIDDER. The BIDDER has no rights with respect to the award of contract until a fully executed Agreement is signed by all required parties and all insurance policies and other required deliverables are provided and approved by the OWNER.

**CONSTRUCTION TIME**

The Agreement will include a stipulation that the work be Substantially Complete within 150 calendar days following receipt of the Notice to Proceed and achieve Final Completion within 30 days thereafter. Should the CONTRACTOR fail to complete the

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work by the specified date, the OWNER shall deduct from the Contract Sum the amount of \$200.00 per calendar day as liquidated damages for every day subsequent to the specified date until the work is fully completed and received by the OWNER as being completed.

For purposes of time calculation, day one of the project is one calendar day after the Notice to Proceed date.

**PUBLIC CONSTRUCTION BOND**

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.

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

**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 Agreement 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 AWARDED BIDDER 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.

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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.

**PAYMENTS**

Payments shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Florida Statutes. Refer to the Article 4 of the Agreement for more details.

**WARRANTY**

The AWARDED BIDDER/CONTRACTOR shall fully warrant all workmanship and material, to meet or exceed the performance of the obligations under this Agreement and specifications, for a period of 1 year after completion of the Work. The warranty period begins at the date of final payment for the project. The CONTRACTOR shall expeditiously repair and remedy any defects in the construction that are discovered within 1 year, without cost or charge to the OWNER.

In the event the CONTRACTOR fails, within 5 days after notice, to begin correction of the defect, or fails within a reasonable time thereafter to complete the repair or remedy, the OWNER may have the work done at the CONTRACTOR's expense or may proceed against the CONTRACTOR's Public Construction Bond.

**SUBCONTRACTORS**

The AWARDED BIDDER will be the prime service provider and shall be responsible for all work performed and Agreement deliverables. Proposed use of subcontracts 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

**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:

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- a. claims described in the Hold Harmless and Indemnification paragraph; or,
  - b. other claims arising out of the Contractor's performance of the Agreement 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.

**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 287.135 (2), Florida Statutes and has been placed on the Scrutinized Companies that Boycott Israel List, 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.

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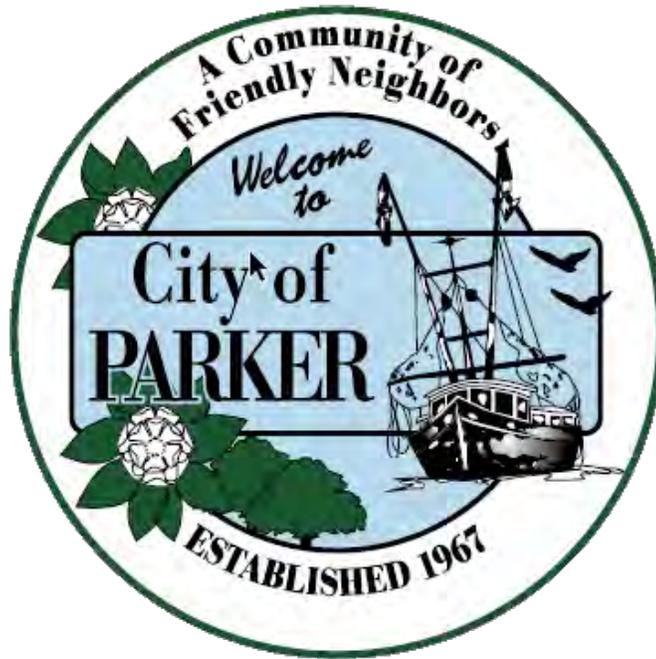
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**ANTICIPATED SCHEDULE**

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

**RFP ADVERTISEMENT**

<b>Panama City News Herald:</b>	Sunday, July 7, 2024 and Wednesday, July 17, 2024
<b>Questions Due Date:</b>	Friday, July 26, 2024 (5:00 p.m. CST)
<b>Bid Deadline:</b>	Tuesday, August 6, 2024, 2023 (2:00 p.m. CST)
<b>Bids Read Out Loud at Council Mtg:</b>	Tuesday, August 6, 2024, 2023 (5:30 p.m. CST)
<b>Award Recommendation At Council Meeting:</b>	Tuesday, August 20, 2024
<b>Substantial Completion:</b>	Within 150 days of Notice to Proceed
<b>Final Completion:</b>	30 days after Substantial Completion



# **TECHNICAL SPECIFICATIONS**

**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.

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**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**

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 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 necessary for the movement of personnel, equipment, supplies, and incidentals to the

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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, video and photographs, shop drawings, working drawings, schedules, record drawings and documents, coordination, and phasing and other miscellaneous items associated with the work.
4. 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.
5. The initial 70% of the Mobilization/Demobilization lump sum price will be payable with the first month's partial payment.
6. The remaining 30% of the Mobilization/Demobilization lump sum price will be payable with the final partial payment.

**B. BID ITEM 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 BID ITEM SHALL NOT EXCEED 5.0% OF THE ENTIRE CONTRACT BID AMOUNT.

**C. BID ITEM 3 – LAYOUT, PRE AND POST CONSTRUCTION SURVEYS BY PLS**

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 stakeouts/layouts of the improvements as well as pre and post construction surveys. Surveys shall be signed and sealed by a Florida-registered Professional Land Surveyor.
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.

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**D. BID ITEMS 4 THROUGH 10 – DREDGING ACTIVITIES (7 LOCATIONS)**

1. Payment for the work included under this bid item shall be made at the bid unit price for all work associated with dredging the quantities indicated at each of the seven outfall locations as required under the contract documents.
2. Payment shall include but not be limited to dredging of each of the seven outfall locations as shown on the Contract Drawings and furnishing all material, labor, equipment, and incidentals necessary to place a turbidity curtain around site, turbidity testing (as needed), excavate material from the bottom of each outfall, move material to dredge vessel, move material from vessel to a dewatering container, and transport dewatering container to City's stockpile location.
3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.

**E. BID ITEMS ADDITIVE ALTERNATIVE A.1 – HAULING/TIPPING FEES TO STEELFIELD CLASS I LANDFILL**

1. Payment for the work included under this bid item shall be made at the bid unit price for work associated with transporting dewatering container to the Steelfield Class I Landfill at 11411 Landfill Road, Panama City Beach, Florida.
2. Payment shall include but not be limited to hauling and tipping fees associated with the additional transportation of the dewatering container to the Steelfield Class I Landfill at 11411 Landfill Road, Panama City Beach, Florida from the City's stockpile location.
3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.

**END OF SECTION 01150**

**SECTION 352023  
DREDGING**

**PART 1 - SCOPE OF WORK**

**1.01 WORK DEFINED**

- A. The work covered by this Section includes the furnishing of all material and equipment and the performing of all labor to complete the mechanical dredging and disposal of the dredged material as herein specified or directed by the City of Parker (“OWNER”). Dredging activities shall be in accordance to the most updated plan set named, “Hurricane Sally Stormwater Outfall Sediment Dredging” (“Contract Drawings”).
- B. This work shall include, but is not limited to:
  - 1. Mechanical dredging of soil, organics and minor debris to the lines and grades indicated on the Contract Drawings.
  - 2. Transportation and disposal of dredged materials.
  - 3. Adhering to all requirements of approved disposal sites.
- C. The materials to be removed under this Contract primarily consist of maintenance dredge materials and are principally mud and silt.
- D. Minor variations in the subsurface materials and elevations are to be expected and, if encountered, will not be considered as being materially different and will be included in the dredged materials excavated and disposed as part of this contract.

**1.02 NOTIFICATIONS AND SUBMITTAL**

- A. Dredging Operations Plan:
  - 1. Prior to any dredging work or any land disturbance, the CONTRACTOR shall host a preconstruction meeting. At least one week prior to the preconstruction meeting, the CONTRACTOR shall submit a dredging plan for approval by the OWNER. No work shall begin without approval of the plan by the OWNER. The plan shall include the following:
    - a. Specifications for all dredging work to be used for each specific work element.
    - b. Method, equipment and location for dewatering of the dredged material.

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- c. Method and equipment for dredging the material.
  - d. Sequence of construction.
  - e. Coordinates and elevations of all control points for electronic positioning and vertical control.
  - f. Quality Control procedures.
  - g. Pre-dredge and post-dredge survey information
  - h. Proposed staff and Point of Contact.
  - i. Schedule.
- B. Pre- and Post-Dredging Site Inspection Reports:
- 1. Submit pre- and post-dredging site inspection reports to document site conditions in the dredged area.
  - 2. Contractor shall notify the OWNER one week prior to the preconstruction conference, one week prior to the commencement of land disturbing/dredging operations, and one week prior to the final inspection. Pre-dredge site inspections shall document the condition of existing landscaping, shoreline, storm drain outfalls, and other site amenities (pavement, sidewalks, curb and gutter, ramps, etc.) and shall be documented by the CONTRACTOR with photographs or videos of sufficient quality to show pre-construction/existing conditions.
  - 3. The CONTRACTOR and OWNER shall conduct a post-dredging site inspection no more than 30 and no less than 5 days following completion of dredging. This inspection shall document the post-dredge condition of landscaping, shoreline, storm drains and other amenities (pavement, sidewalks, curb and gutter, ramps, etc.) to ascertain any damages or deficiencies. The CONTRACTOR shall repair any damage attributed to (or due to) the CONTRACTOR's operation in a timely manner and at his expense as identified during this post-dredge inspection.
  - 4. Inspect the work, keep record of work performed. Furnish, at the request of the OWNER, boats, boatmen, laborers, and materials necessary for inspection, and supervising the work.
- C. Dredging Daily Reports:
- 1. During the performance of all dredging operations, equipment operators shall fill out a Daily Dredging Report for each calendar

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day's activity on each dredge being operated.

2. Forms to be used shall be developed by the CONTRACTOR and approved by the OWNER prior to starting of work.
3. Forms shall be filled out completely and legibly; including signatures, using black ink.
4. The original forms shall be held by the CONTRACTOR and given to the OWNER upon request.
5. The Daily Report shall be filled out for each calendar day even when the equipment is not working.
6. Progress payments for dredging will not be made until a complete set of reports over the payment period are in the OWNER's possession along the supporting material.

D. Dredging Progress Plan:

1. The CONTRACTOR shall prepare and maintain a daily progress plan of the dredging work.
2. The plan shall have the same scale as that of the Project Drawings for the area being dredged and shall be marked to indicate the progress of the dredging work daily.
3. These records shall be turned over to the OWNER at the end of work.

E. Monthly Pay Applications:

1. The CONTRACTOR shall prepare and submit monthly pay applications to the OWNER with all applicable dredging surveys (pre-dredge survey and post-dredge surveys).
2. The surveys shall be the basis of volume calculations to be included with each pay application to verify the quantity requested for payment by the OWNER.

**1.03 PERMITS**

- A. The CONTRACTOR shall comply with conditions and requirements of the following permits:
1. U.S. Army Corps of Engineers (USACE), Northwest Florida Water Management District (NFWMD), and Department of Environmental Protection (FDEP) Permits for work occurring.

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2. U.S. Army Corps of Engineers (USACE) and Department of Environmental Protection (FDEP) Permits for the designated OWNER approved disposal site.
- B. The CONTRACTOR shall comply with the requirements of all the permits.
  - C. The CONTRACTOR shall be responsible for any Notice of Violations (NOV) associated with non-compliance of any permits, laws or regulations.

**PART 2 - EXECUTION**

**2.01 INSPECTION**

- A. Contractor shall notify the OWNER 1 week prior to:
  1. Preconstruction conference.
  2. Commencement of land disturbing/dredging operations.
  3. Final inspection.
- B. A joint inspection shall be conducted by the CONTRACTOR and the OWNER prior to commencing dredging operations and upon completion of dredging operations to ascertain any damages or deficiencies.
- C. Pre-dredge site inspections shall document the condition of existing landscaping, shoreline, storm drain outfalls, and other site amenities (pavement, sidewalks, curb and gutter, ramps, etc.).
- D. Upon completion of dredging operation, the CONTRACTOR and OWNER shall conduct a post-dredging site inspection:
  1. This inspection shall document the post-dredge condition of landscaping, shoreline, storm drains and other amenities (pavement, sidewalks, curb and gutter, ramps etc.).
  2. The CONTRACTOR shall repair any damage attributed to the CONTRACTOR's operation in a timely manner and at his expense as identified during this post-dredge inspection.
  3. Inspect the work, keep records of work performed.
- E. Furnish, at the request of the OWNER, boats, boatmen, laborers, and materials necessary for inspecting, and supervising the work.
- F. When required, provide transportation for the OWNER and inspectors to and from adjacent points on shore and the dredging plant.

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G. All transportation efforts are incidental to the dredging activity.

**2.02 CONDUCT OF DREDGING WORK**

A. Limits of Dredging:

1. The limits of dredging are shown on the Project Drawings provided. The CONTRACTOR shall dredge within the limits to the lines and grades shown following the directions in the General Notes and notes on the plans.

B. Mechanical Dredging:

1. Material excavated shall be placed on the barges or transported to the upland area, where the barges (or dredged materials) shall be loaded per contract documents.
2. Excavated material may not be re-placed or stored in the water (misplaced).
3. All hopper barges shall be kept in good condition and the coamings kept in good repair.
4. Failure to repair leaks or change methods of operations that cause overflow or spillage will result in suspension of dredging and/or re-handling operations and require prompt repair or change of operation to prevent leakage, overflow or spillage.
5. Dredging from the shoreline will be permitted in areas pre-approved. CONTRACTOR shall identify those areas and obtain approval in writing before dredging from shore.

C. Furnish, set and maintain buoys or PVC pipe markers along the limits to define the work and to facilitate inspection. Markers may be offset a uniform distance from the dredging toes. Establish and maintain gages in locations observable from each part of the work so that the depth may be determined. Suspend dredging when the gages or ranges cannot be seen or followed.

D. Some trash, debris, and other miscellaneous man-made and natural objects should be expected during dredging. The materials may be encountered at any location but are expected to be primarily limited to the surface and near surface areas. Material to be expected may include, but is not limited to, plastics, lumber, and tree branches. Such materials shall be handled in accordance with the following:

1. Material shall be placed in a separate barge or other conveyance.

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2. Material shall be disposed of outside the limits of work on a land disposal area in accordance with local, state, and Federal laws and regulations.
3. The CONTRACTOR shall coordinate any tree trimming or vegetation removal required with the OWNER prior to work.

**2.03 REQUIRED DREDGING PRISM, OVERDEPTH AND SIDE SLOPES**

- A. Required Dredging Prism:
  1. Within the specific areas indicated to be dredged or areas approved by the OWNER, the required dredging prism is defined by the required depths and applicable side slopes as indicated and specified.
  2. The actual quantity within the required dredging prism will be computed from the volume differences between the pre- and post-dredge survey.
- B. To cover inaccuracies of the dredging process, material removed from within the specific areas to be dredged may be removed to a depth of not more than 1 foot (12 inches) below the required depth shown.
- C. Fluctuations in quantity for each dredge site is allowed within 10% of the amount (CY) indicated in the plans. The cumulative amount removed from all seven (7) locations, however, must be within 10% of the total CY for the project but cannot exceed the total CY for the project. Quantities will be determined by the pre- and post-survey information.

**2.04 EXECUTION OF THE WORK**

- A. The execution of work shall ensure the stability of pipes, culverts, docks, revetments, and other structures lying on or adjacent to the site of the work, insofar as structures may be jeopardized by dredging operations.
- B. Repair damage resulting from dredging operations, insofar as such damage may be caused by variation in locations or depth of dredging, or both, from that indicated or permitted under the contract.
- C. Provide for safe transportation and disposal of dredged materials. Transport and dispose of dredged material in the specified disposal site and adhere to all site-specific requirements.
- D. The deposit of dredged materials in unauthorized places is forbidden.

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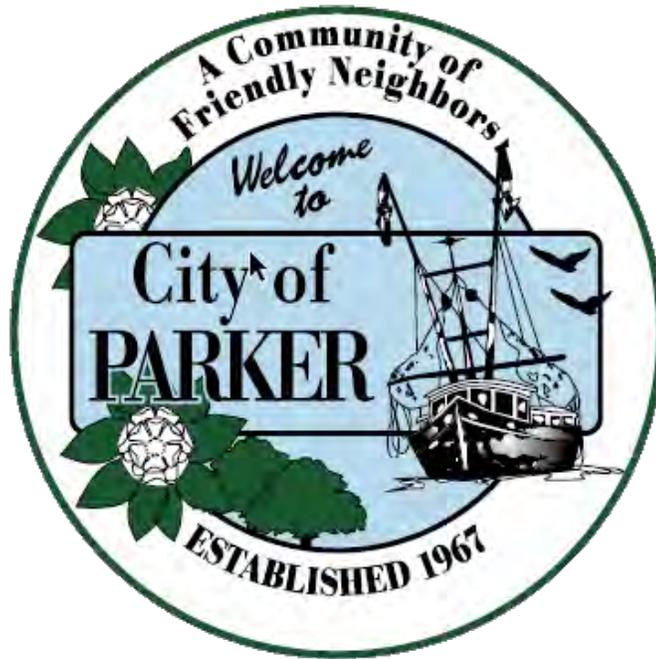
**2.05 FINAL EXAMINATION AND ACCEPTANCE**

- A. Upon completion of dredging operations, a final post-dredge survey shall be conducted that includes the entire project dredging limits for review by the OWNER. Should any shoals, humps, or other deviations from contract depth be disclosed that were not present in the monthly post-dredge surveys, the CONTRACTOR shall remove these features by dredging at the contract Unit Price for dredging.
- B. Final acceptance of the whole or a part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.
- C. Upon final acceptance of the work, promptly remove equipment and perform site cleanup. This includes ranges, buoys, piles, and other markers or obstructions.

**2.06 SITE RESTORATION**

- A. Upon completion of dredging and removal of dredging plant, the CONTRACTOR shall restore the construction area, staging area, and any streets to preconstruction conditions. Work shall include, but is not limited to, grading, seeding, bank restoration and repair of damaged site amenities.

**END OF SECTION 352023**



# **ATTACHMENT 1**

## **BID FORMS**

**(REQUIRED FOR SUBMITTAL WITH BIDS)**

**BID FORM RFP NO: 2024-01**

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 **REQUEST FOR PROPOSALS**, BIDDER hereby proposes to perform work associated with the **HURRICANE SALLY STORMWATER OUTFALL SEDIMENT DREDGING** project at certain locations within the City of Parker as identified in the Instruction to Bidders of this Contract Document and Construction Drawings, 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 Price Contract Amount 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: \_\_\_\_\_

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<b>BASE BID FORM (PLEASE COMPLETE)</b>					
<b>Bid Item #</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Cost</b>	<b>Total</b>
1.	Mobilization/Demobilization (10% of the total contract base bid amount)	1	LS	\$	\$
2.	Bonds and Insurance (5% of the total contract base bid amount)	1	LS	\$	\$
3.	Pre- and Post-Dredge Surveys	1	LS	\$	\$
4.	Site 1 Outfalls - Vicinity of 1143 West Street: Proposed dredge area: 224 cubic yards	224	CY	\$	\$
5.	Site 2 Outfall – Vicinity of East 5th Street: Proposed dredge area: 108 cubic yards	108	CY	\$	\$
6.	Site 3 Outfall – Vicinity of Center Street and East 3rd Street: Proposed dredge area: 259 cubic yards	259	CY	\$	\$
7.	Site 4 Outfall – Vicinity of 1028 East Street: Proposed dredge area: 460 cubic yards	460	CY	\$	\$
8.	Site 5 Outfall – Vicinity of 1031 Brannon Place: Proposed dredge area: 41 cubic yards	41	CY	\$	\$
9.	Site 6 Outfall – Vicinity of 5302 Soule Drive: Proposed dredge area: 370 cubic yards	370	CY	\$	\$
10.	Site 7 Outfall – Vicinity of 5324 Soule Drive: Proposed dredge area: 167 cubic yards	167	CY	\$	\$
<b>BASE BID TOTAL</b>					<b>\$</b>

**Note:** For Bid Items 4 through 10, please refer to the Measurement and Payment section for a list of items to be included in the Lump Sum price for each location.

<b>ADDITIVE ALTERNATIVE</b>					
<b>Bid Item #</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Cost</b>	<b>Total</b>
A.1	Additional Transportation to include Hauling and Tipping Fee to Steelfield Road Landfill (11411 Landfill Road, Panama City Beach, Florida) from City's Stockpile Location	1	LS	\$	\$

**END OF BID FORM**

**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

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SURETY

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

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

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

Seal:

Attorney-in-Fact, State of Florida

**ADDENDUM ACKNOWLEDGEMENT**

I acknowledge receipt of the following addenda:

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 CEI (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)**

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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.

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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.

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Signature of BIDDER's Authorized Official

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Name and Title of BIDDER's Authorized Official Date

**CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST**

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

BIDDER FEIN: \_\_\_\_\_

BIDDER'S AUTHORIZED REPRESENTATIVE NAME AND TIME:

\_\_\_\_\_

BIDDER'S ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

Section 287.135, Florida Statutes prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Bidder, I hereby certify that the company identified above in the sector entitled "Respondent Bidder's Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

CERTIFIED BY: \_\_\_\_\_

PRINT NAME AND TITLE: \_\_\_\_\_

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

## SUB-CONTRACTORS LIST

As the bidder, I submit a listing of the Sub-Contractors which I shall use to accomplish the Work. Sub-Contractors are listed by name, address, amount of work and item of work. If none, please state so.

**Subcontractor Name:** \_\_\_\_\_

**Subcontractor Address:** \_\_\_\_\_

**Work To Be Performed And \$ Amount:** \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

**Subcontractor Address:** \_\_\_\_\_

**Work To Be Performed And \$ Amount:** \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

**Subcontractor Address:** \_\_\_\_\_

**Work To Be Performed And \$ Amount:** \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

**Subcontractor Address:** \_\_\_\_\_

**Work To Be Performed And \$ Amount:** \_\_\_\_\_

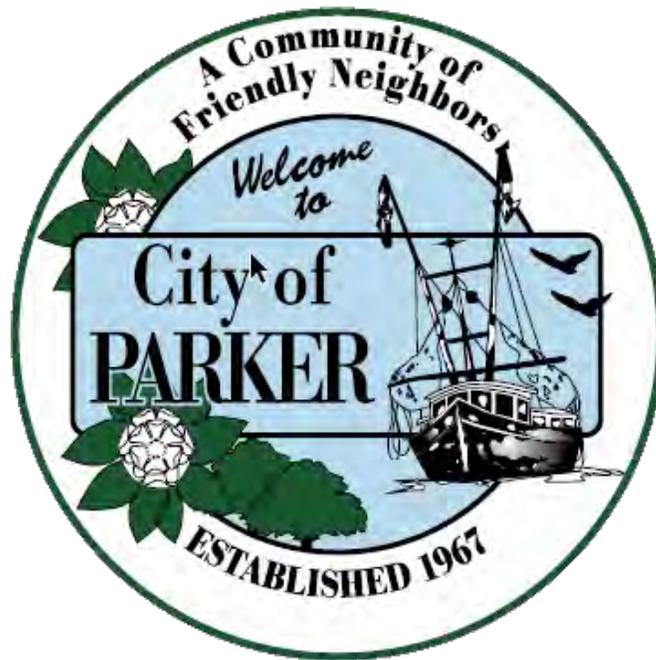
Name of BIDDER: \_\_\_\_\_

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

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

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

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



# **ATTACHMENT 2 CONDITIONS AND REQUIREMENTS**

## **GENERAL TERMS AND CONDITIONS**

1. Plans, Drawings, Specifications, Special Provisions, and other documents shall be considered a part of the BID Form whether attached or not.
  2. 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 OWNER.
  3. 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.
  4. 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.
- 
1. 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

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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.

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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.
  - k. 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.
  - l. 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.
1. 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.

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- 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 completed 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

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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.

2. 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 not permit his equipment to interfere with traffic while such equipment is on or traversing an existing road without coordination with and approval of appropriate officials of the State, County, or City.
- c. The CONTRACTOR shall be responsible for all damages arising out of his use of explosives when deemed necessary in the performance of the Work.
- d. 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.
- e. 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.
- f. 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.
- g. 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.

3. 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.

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- 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.
- h. 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

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site to supervise subcontractors. The superintendent must speak and understand English.

- i. 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.
  - j. 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.
  - k. 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.
  - l. 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.
  - m. All goods and services furnished by the CONTRACTOR, relating to the work described within these Specifications, will be warranted to meet or exceed the specifications contained herein for a minimum for 1 year or as indicated in the Contract Documents, whichever is longer. In the event of a breach, the CONTRACTOR will take all necessary action, at CONTRACTOR's expense, to correct such breach in the most expeditious manner possible.
4. 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 certified 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.

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- 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.

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- i. 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 255.071 of Florida Statutes.
- n. 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.
- o. 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.
- p. 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.
- q. 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. 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

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Florida court of competent jurisdiction.

**b. 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.

**c. 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 287.135 (2), Florida Statutes and has been placed on the Scrutinized Companies that Boycott Israel List, 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.

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d. **Equal Employment 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.

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.

Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b) 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.

c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has

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inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant.

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

- d) 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.
- e) 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.
- f) 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.
- g) 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,

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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.

- h) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations,

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and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings..

- 3) 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.
- e. **Contract Work Hours and Safety Standards Act 40 U.S.C. 3702 and 3704, as Supplemented by Department of Labor Regulations (29 CFR Part 5.5(b)):**

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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 forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 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 (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment.

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 watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$32 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 (b)(1).

3) Withholding for unpaid wages and liquidated damages:

a) Withholding process.

(1) The OWNER may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to

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satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, 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 that is held by the same prime contractor (as defined in § 5.2).

- (2) The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- b) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - (2) A contracting agency for its re-procurement costs;
  - (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
  - (4) A contractor's assignee(s);
  - (5) A contractor's successor(s); or
  - (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

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- 4) Subcontracts:
- a) The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.
  - b) The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
- 5) Anti-retaliation:
- a) It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
    - (1) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
    - (2) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
    - (3) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

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- (4) Informing any other person about their rights under CWHSSA or this part.

f. **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.

g. **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 \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

h. **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. 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

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excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- 2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by the OWNER. 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.
- 4) The BIDDER or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The BIDDER or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 5) 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)

**i. 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.

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§ 1352.

- 3) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**j. Procurement of 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>.
- 3) The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**k. 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,

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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) In compliance with the Disaster Recovery Act of 2018, the OWNER and the CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- 5) 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.

**I. Contract Changes and Modifications:**

- 1) To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- 2) Contractor is advised that if a modification is requested to the project design, CONTRACTOR must contact the Engineer of Record and supply information as it pertains to the changes for consideration. The Engineer of Record will discuss these changes with the OWNER who will discuss the changes with FEMA in order to obtain FEMA's approval of the work to be modified with or without financial obligation
- 3) Contractor will discuss changes with the Engineer of Record.
- 4) Engineer of Record will discuss the CONTRACTOR's request with the OWNER who will consult with FEMA for verbal determination of FEMA's participation of the Change Order.
- 5) Contractor will submit documentation for the Change Order to the Engineer of Record (if FEMA has determined its participation eligibility and/or the City approves with or without FEMA's financial

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participation, where applicable) for review and approval.

- 6) If the Change Order is tentatively and previously approved by the OWNER and/or FEMA, then Engineer of Record will submit the Change Order to the OWNER for execution.
- 7) A copy of the fully executed Change Order will be returned to the Engineer of Record for filing and CONTRACTOR coordination.
- 8) **No work** shall be done by the CONTRACTOR or will be paid to CONTRACTOR prior to receiving a fully executed Change Order for that work.

**m. 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.

**n. Compliance with Federal Law, Regulations and Executive Orders:**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**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. 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.

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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.

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. **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

t. **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

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contacting the Office of Supplier Diversity at (850) 487-0915.

u. **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.

v. **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.

w. **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.

x. **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.

y. **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

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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.

## **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.

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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.

3. 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.
4. Except for Workers' Compensation, the CONTRACTOR waives its right of recovery against the OWNER, to the extent permitted by its insurance policies.
5. 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.
6. 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.
7. **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).

8. **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.

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9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

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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.

14. 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.

15. 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.

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**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.

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**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.

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**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.

**Electronic Data Liability Insurance**

The Other Party shall purchase Electronic Data Liability with limits of

**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.

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**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**

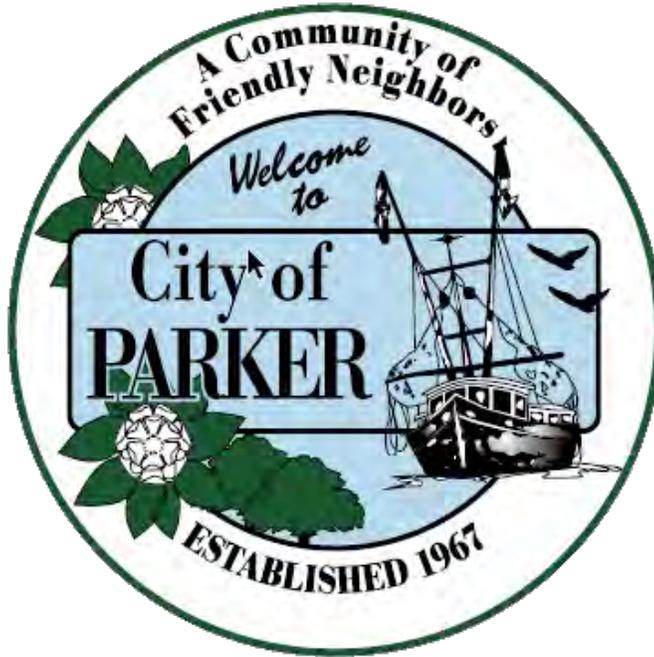
The Workers' Compensation policy is to be endorsed to include United States Longshoremen and Harbor Workers' Act Coverage for exposures which may arise from this Agreement or Contract.

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**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 **RFP 2024-01 – CITY OF PARKER - HURRICANE SALLY STORMWATER OUTFALL SEDIMENT DREDGING**, 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 **RFP 2024-01 – CITY OF PARKER - HURRICANE SALLY STORMWATER OUTFALL SEDIMENT DREDGING.**

All interested parties are hereby notified that the BID submitted by

\_\_\_\_\_ for the **CITY OF PARKER - HURRICANE SALLY STORMWATER OUTFALL SEDIMENT DREDGING (RFP 2024-01)** has been accepted for the Work described in the Bid Documents in the amounts of

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

As required by the Instruction to Bidders, please return an acknowledged copy of this Notice of Award to the OWNER along with the executed Agreement, executed and notarized Public Construction Bond, and Certificate of Insurance within 10 calendar days from the date of this notice.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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**City of Parker**

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

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

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

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged:

By \_\_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

**NOTICE TO PROCEED**

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

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

\_\_\_\_\_

\_\_\_\_\_

PROJECT: **RFP NO: 2024-01 - CITY OF PARKER**  
**HURRICANE SALLY STORMWATER OUTFALL SEDIMENT**  
**DREDGING**

You are hereby notified to commence Work in accordance with the Agreement dated \_\_\_\_\_, 2024, on or before \_\_\_\_\_, 2024 and you are to complete the substantially complete all Work within **150** calendar days. The date of substantial completion of all Work is therefore \_\_\_\_\_, 2024. The CONTRACTOR will have **30** calendar days from the date of substantial completion to address any unresolved issues in order to reach final completion of the project. The date of final completion of all Work is therefore \_\_\_\_\_, 2024 (*180 calendar days from Notice to Proceed to Final Completion*).

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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
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 **RFP 2024-01 – CITY OF PARKER - HURRICANE SALLY STORMWATER OUTFALL SEDIMENT DREDGING.**

### 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 **RFP 2024-01 – CITY OF PARKER - HURRICANE SALLY STORMWATER OUTFALL SEDIMENT DREDGING** (“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 the **CITY OF PARKER - HURRICANE SALLY STORMWATER OUTFALL SEDIMENT DREDGING** project as detailed in the Construction Drawings and as summarized by location below:

A. This project will consist of dredging activities at the following seven outfall locations:

1. **Site 1 Outfall - Vicinity of 1143 West Street:**  
Proposed dredge area: 225 cubic yards  
FEMA-approved dredge maximum area: 471 cubic yards  
Turbidity Curtain: 320 linear feet

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2. **Site 2 Outfall – Vicinity of East 5<sup>th</sup> Street:**  
Proposed dredge area: 108 cubic yards  
FEMA-approved dredge maximum area: 433 cubic yards  
Turbidity Curtain: 330 linear feet
  3. **Site 3 Outfall – Vicinity of Center Street and East 3<sup>rd</sup> Street:**  
Proposed dredge area: 259 cubic yards  
FEMA-approved dredge maximum area: 265 cubic yards  
Turbidity Curtain: 320 linear feet
  4. **Site 4 Outfall – Vicinity of 1028 East Street:**  
Proposed dredge area: 460 cubic yards  
FEMA-approved dredge maximum area: 580 cubic yards  
Turbidity Curtain: 370 linear feet
  5. **Site 5 Outfall – Vicinity of 1031 Brannon Place:**  
Proposed dredge area: 41 cubic yards  
FEMA-approved dredge maximum area: 43 cubic yards  
Turbidity Curtain: 315 linear feet
  6. **Site 6 Outfall – Vicinity of 5302 Soule Drive:**  
Proposed dredge area: 370 cubic yards  
FEMA-approved dredge maximum area: 387 cubic yards  
Turbidity Curtain: 220 linear feet
  7. **Site 7 Outfall – Vicinity of 5324 Soule Drive:**  
Proposed dredge area: 167 cubic yards  
FEMA-approved dredge maximum area: 167 cubic yards  
Turbidity Curtain: 150 linear feet
- B. Each site will require either a roll-off container to be placed in uplands or a barge mounted dewatering system for the dredged sediment material. Dredged and dewatered material will be stockpiled at 4721 U.S. Highway 98, Parker, Florida.
- C. As an alternate, the City may elect to have the dredged sediment hauled to the Steelfield Class 1 Landfill located at 11411 Landfill Road, Panama City Beach, Florida.
- D. Turbidity monitoring will be required to ensure 29 NTU's are not exceeded.

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**2. CONTRACT DOCUMENTS**

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

**A. RFP 2024-01 – CITY OF PARKER - HURRICANE SALLY STORMWATER OUTFALL SEDIMENT DREDGING**, including but not limited to:

- 1) Plans and Specifications Package.
- 2) FDEP Supplemental Conditions (Including All Appendices).
- 3) Bid Form.
- 4) Bid Bond.
- 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) Certification Regarding Lobbying.
- 10) Certification Regarding Scrutinized Companies List
- 11) Sub-Contractors List
- 12) Statement of Experience Requirements for Dredging Operations
- 13) E-Verify Documentation
- 14) Public Construction Bond (Payment and Performance Bond) and related bond documents.
- 15) Contractor’s response to the RFP.
- 16) Insurance Requirements.
- 17) Notice of Award.
- 18) Notice to Proceed.
- 19) Agreement.

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- 20) Notice of Contest of Claim Against Payment Bond (if required).
- 21) Waiver of Right to Claim Against the Payment Bond (Progress Payment).
- 22) Waiver of Right to Claim Against the Payment Bond (Final Payment).
- 23) Contract Change Orders.
- 24) Addenda:  
No. \_\_, dated \_\_\_\_\_, 2024.

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.

**3. 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 **180** 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 \$200.00 for each calendar day that expires after the Contract Time for Final Completion.

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**4. 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”).

**5. PAYMENTS**

- A. Notwithstanding anything contained herein to the contrary, all payments shall be made in accordance with the Florida Prompt Payment Act of the Florida Statute, Chapter 218.70, et seq.
- B. CONTRACTOR shall use **AIA G702 – Application for Payment Form** for all pay requests to the OWNER.
- C. CONTRACTOR shall submit with the first Application for Payment to the OWNER’s designated representative (Anchor Consulting Engineering and Inspection, Inc.), a schedule of values allocated to the various portions of the Work as directly outlined in the CONTRACTOR’s Bid Form, prepared in such form, and supported by such data to substantiate its accuracy as the OWNER shall require from time to time. This schedule of values, unless objected to by the OWNER, shall be used as a basis for reviewing the CONTRACTOR’s Applications for Payment.
- D. CONTRACTOR shall submit an Application for Payment to the OWNER’s designated representative (Anchor Consulting Engineering and Inspection, Inc.) on or before the 25<sup>th</sup> of each month, 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.
- E. CONTRACTOR’s Application for Payment shall be in such form and contain such detail and backup as the OWNER reasonably may require.
- F. Payment by the OWNER to the CONTRACTOR of the statement amount shall be made within 25 days after the OWNER’s designated representative has certified the Application for Payment and submits to the OWNER.
- G. Five Percent (10%) retainage shall be held up to 50% completion of the project. Once the CONTRACTOR has completed 50% of the WORK, and at the discretion of the OWNER, the CONTRACTOR may reduce retainage to 5% which shall be paid once project has reach final completion of the Work. Provided, however, nothing in this Section shall preclude or limit the

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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.

- H. 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.
- I. Further, each Application for 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.
- J. 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.
- K. 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.
- L. The OWNER's designated representative (Anchor Consulting Engineering and Inspection, Inc.) 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.

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- 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.

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- Q. Final Payment - Upon completion and acceptance of the Work, the OWNER's designated representative (Anchor Consulting Engineering and Inspection, Inc.) 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 OWNER's designated representative (Anchor Consulting Engineering and Inspection, Inc.) 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.
- R. 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, 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.
- S. 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.
- T. 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%. 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

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individual Project has been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the CITY'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.

- U. Delayed Payments by CITY - If the CITY shall fail to pay the CONTRACTOR within 20 days after the receipt of an approved payment request from the CONTRACTOR, then the CONTRACTOR may, upon 14 additional days advance written notice to the CITY and the OWNER'S designated representative (Anchor Consulting Engineering and Inspection, Inc.) stop the Project until payment of the amount owing has been received, provided that the payment request has been submitted in sufficient detail to comply with the guidelines of the Office of the Clerk of the Circuit Court for Bay County. In the event that there is a dispute in the amount of the pay request, then only the disputed amount shall be held until resolved and the undisputed amount shall be paid within the time limits as stated within this paragraph. If undisputed amounts are timely paid, then the CONTRACTOR shall not stop the Project in any fashion and the progress of the project shall not be interrupted. Both parties agree that best efforts be made to resolve the disputed amount.
- V. Payment for Materials and Equipment - Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site (or another location, subject to prior approval and acceptance by the County on each occasion).

**6. 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.

**7. 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.

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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.

**8. 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.

**9. DIRECT PURCHASING**

This Agreement does not include direct purchasing requirements.

**10. MATERIALS, SUPPLIES, ETC.**

CONTRACTOR shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Agreement and consistent with the requirements of the RFP

**11. 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.

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- 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.
- E. 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.
- F. 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.

**12. 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).

**13. INSPECTOR GENERAL**

The parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes. "(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

**14. OWNER Representative**

The OWNER's designated representative (Anchor Consulting Engineering and Inspection, Inc.) or another designee assigned by the OWNER has authority to designate the work to be done by CONTRACTOR, to inspect such work, and to resolve questions which arise between the parties.

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The CONTRACTOR or the CONTRACTOR's designee will deal with the OWNER's designated representative (Anchor Consulting Engineering and Inspection, Inc.) on matters relating to the performance of the work.

The OWNER and the OWNER's designated representative (Anchor Consulting Engineering and Inspection, Inc.) shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

**15. 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.

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- 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.

**16. PUBLIC ENTITY CRIMES STATEMENT**

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

**17. E-VERIFY**

- A. As a condition precedent to entering into this agreement, and in compliance with Section 448.095, Florida Statute, CONTRACTOR and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees

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- B. CONTRACTOR shall require each of its subcontractors to provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this agreement.
- C. The OWNER, CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Florida Statute. CONTRACTOR acknowledges that upon termination of this agreement by the OWNER for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least 1 year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the OWNER as a result of termination of any contract for a violation of this section.
- E. Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**18. SCRUTINIZED COMPANIES**

- A. The CONTRACTOR must certify that the company is not participating in a boycott of Israel.
- B. The CONTRACTOR must also certify that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the OWNER will not contract for the provision of goods or services with any scrutinized company referred to above.
- C. The CONTRACTOR must submit the certification attached to this Agreement. Submitting a false certification shall be deemed a material breach of contract.

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- D. The OWENR shall provide notice, in writing, to the CONTRACTOR of the OWNER's determination concerning the false certification.
- E. The CONTRACTOR shall have 5 days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the CONTRACTOR shall have 90 days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error.
- F. If the CONTRACTOR does not demonstrate that the OWNER's determination of false certification was made in error then the OWNER shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

**19. WARRANTY**

- A. The AWARDED BIDDER/CONTRACTOR shall fully warrant all workmanship and material, to meet or exceed the performance of the obligations under this Agreement and specifications, for a period of 1 year after completion of the work.
- B. The warranty period begins at the date of final payment for the project. The CONTRACTOR shall expeditiously repair and remedy any defects in the construction that are discovered within 1 year, without cost or charge to the OWNER.
- C. In the event the CONTRACTOR fails, within 5 days after notice, to begin correction of the defect, or fails within a reasonable time thereafter to complete the repair or remedy, the OWNER may have the work done at the CONTRACTOR's expense or may proceed against the CONTRACTOR's Public Construction Bond.

**20. 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.

**21. PUBLIC CONSTRUCTION BOND**

- A. 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.
- B. All such bonds shall be issued by a Surety acceptable to the OWNER. The OWNER will designate to whom subject bonds shall be posted.

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- C. 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.

**22. HOLD HARMLESS AND INDEMNIFICATION**

- A. To the maximum extent permitted by Florida law, the CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the State of Florida, the Florida Department of Transportation, and their officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the CONTRACTOR or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the CONTRACTOR hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes..
- B. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the CONTRACTOR to indemnify the OWNER for the negligent acts or omissions of the OWNER, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the CONTRACTOR to indemnify the FDOT for the negligent acts or omissions of FDOT, its officers, agents, or employees, or third parties.
- C. 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.
- D. 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.
- E. If the above indemnity or the defense provisions contained herein or any part of those provisions are limited by Florida Statutes Section 725.06(1), or any other applicable law, then with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of:
- 1) The monetary value of the Contract,
  - 2) Coverage amount of Commercial General Liability Insurance required under the Contract, or
  - 3) \$1,000,000.00.

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F. This Section survives termination or expiration of this Contract,

**23. 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.

**24. 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

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If to the CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

**25. 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.

**26. SUCCESSORS AND ASSIGNS**

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

**27. 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.

**28. 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.

**29. 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.

**30. TERMINATION FOR CAUSE AND FOR CONVENIENCE**

- A. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
- B. Not less than 10 calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
- C. An opportunity for consultation with the terminating party prior to termination.
- D. This Agreement may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in A.1 above. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the local government because of the CONTRACTOR's default.
- E. If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the CONTRACTOR relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.
- F. Upon receipt of a termination action under Paragraphs A.1 and A.2 above, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONTRACTOR in performing this contract, whether completed or in process.
- G. Failure of the CONTRACTOR to comply with the provision of Section 14 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 contracts for 1 year from the date the OWNER notifies the CONTRACTOR of such non-compliance.

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- H. 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.

**31. CONFLICTS**

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- A. The provisions of this contract prevail first.
- B. The bid form and attachments are next.
- C. The initial bid provisions are final priority.

**32. 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.

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

**[SIGNATURES FOR AGREEMENT FOLLOW THIS PAGE]**

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**33. 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

**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 \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ and with proper authority, and who is personally known by me or produced identification of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

**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:

**RFP NO: 2024-01**  
**CITY OF PARKER**  
**HURRICANE SALLY STORMWATER OUTFALL SEDIMENT DREDGING**  
**(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:

**RFP NO: 2024-01**  
**CITY OF PARKER**  
**HURRICANE SALLY STORMWATER OUTFALL SEDIMENT DREDGING**  
**(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: \_\_\_\_\_



# **APPENDIX A**

# **FDEP PERMIT**



# FLORIDA DEPARTMENT OF Environmental Protection

Northwest District  
160 W. Government Street, Suite 308  
Pensacola, FL 32502-5794

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Shawn Hamilton**  
Secretary

## **Permittee/Authorized Entity:**

City of Parker  
c/o Tony Summerlin, Public Works Director  
1001 West Park Street  
Parker, Florida 32404, Bay County  
[tsummerlin@cityofparker.com](mailto:tsummerlin@cityofparker.com)

## **City of Parker Outfall Improvements**

## **Authorized Agent:**

Cypress Environmental of Bay County, LLC  
c/o Bethany Womack, Manager  
PO Box 16062  
Panama City, Florida 32406  
[bethany@cypressenvironmental.com](mailto:bethany@cypressenvironmental.com)

## **Environmental Resource Permit State-owned Submerged Lands Authorization – Granted**

## **U.S. Army Corps of Engineers Authorization – Separate Corps Authorization Required**

Bay County  
Permit No.: 0431230-001-EI/03

**Permit Issuance Date: February 19, 2024**  
**Permit Construction Phase Expiration Date: February 19, 2029**

## **Consolidated Environmental Resource Permit and Sovereignty Submerged Lands Authorization**

**Permittee/Grantee: City of Parker  
Permit No: 0431230-001-EI/03**

### **PROJECT LOCATION**

The dredge activities authorized by this permit and sovereignty submerged lands authorization are located in Panama City, Florida 32404, Section 24, Township 4 South, Range 14 West, Bay County at seven (7) locations as described in the table below.

Site Number	Address	Coordinates
1	1143 West Street	30°07'36.09" N / 85°36'27.67" W
2	End of 5 <sup>th</sup> Street at West Park Street	30°07'36.29" N / 85°36'19.93" W
3	End of Center Street at East 3 <sup>rd</sup> Street	30°07'42.81" N / 85°36'07.74" W
4	1028 East Street	30°07'38.72" N / 85°35'58.92" W
5	1031 Brannon Place	30°07'37.66" N / 85°35'51.53" W
6	5302 Soule Drive	30°07'30.83" N / 85°35'37.50" W
7	5324 Soule Drive	30°07'31.57" N / 85°35'32.87" W

The DMMA stockpile location is located at 4721 US Bus. Hwy 98, Panama City, Florida 32404, Parcel ID 24992-001-000, in Section 13, Township 4 South, Range 14 West in Bay County, at 30°07'59.31" North Latitude, 85°36'18.32" West Longitude.

### **PROJECT DESCRIPTION**

The permittee is authorized to dredge approximately 1,630 cubic yards from stormwater outfalls within Pratt Bayou, Parker Bayou, Pitts Bayou, and St. Andrew Bay, Class III Florida Waterbodies, Unclassified Shellfish Harvesting Areas. The material shall be removed by via mechanical or hydraulic methods to dewater within filter fabric lined containers and then taken to the DMMA stockpile location where it may be used as fill under proposed roadways. This permit does not authorize impacts to submerged aquatic vegetation, emergent aquatic vegetation, or wetlands. Authorized activities are depicted on the attached exhibits.

### **AUTHORIZATIONS**

#### **City of Parker Outfall Improvements**

##### Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

##### Sovereignty Submerged Lands Authorization

As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), the Department has reviewed the activity described, and has determined that the activity qualifies for an exception from the requirement to obtain authorization to use sovereignty submerged lands owned by the State of Florida, as long as the work performed is located within

the boundaries as described and is consistent with the terms and conditions herein. Therefore, pursuant to Rule 18-21.005(1)(a), F.A.C., the activity may be performed on the specified sovereignty submerged lands owned by the State of Florida.

#### Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the Corps. You must apply separately to the Corps using the Application for Department of the Army Permit (ENG 4345) or alternative as allowed by Corps regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Sourcebook:

(<https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>).

Authority for review - an agreement with the USACOE entitled “Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit”, Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

#### Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida’s Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

#### Water Quality Certification Granted

This permit also constitutes *a grant* of water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. Section 1341. Pursuant to Rule 62-330.062, F.A.C. issuance of the individual or conceptual approval permit under this chapter shall constitute certification of compliance with water quality standards.

#### Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

### **PERMIT / SOVEREIGNTY SUBMERGED LANDS CONDITIONS**

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

**SPECIFIC CONDITIONS – ADMINISTRATIVE/EMERGENCIES**

1. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit.
2. For emergencies involving a serious threat to the public health, safety, welfare, or environment, the emergency telephone contact number is (800) 320-0519 (State Warning Point). The Department telephone number for reporting nonthreatening problems or system malfunctions is (850) 595-0663, day or night.
3. The mailing address for submittal of forms for the “Construction Commencement Notice”, “As-Built Certification ...”, “Request for Conversion of Stormwater Management Permit Construction Phase to Operation and Maintenance Phase”, or other correspondence is FDEP, SLERP, 160 W Government Street, Suite 308, Pensacola, Florida 32502.

**SPECIFIC CONDITIONS – PRIOR TO ANY CONSTRUCTION**

4. The permittee shall coordinate with all potentially affected homeowners prior to commencement of dredge activities within the project areas.
5. The Engineer of Record will meet with the selected contractor and consultant to determine which areas can be dredged from uplands without impacting emergent and/or submerged aquatic vegetation. Those areas will utilize upland containment and dewatering whereas other locations shall utilize barge dewatering.
6. Prior to construction, the limits of the proposed impact areas shall be clearly flagged and staked by the agent and/or contractor. All construction personnel shall be shown the location(s) of all wetland areas outside of the construction to prevent encroachment from heavy equipment into these areas.
7. Floating turbidity curtains with weighted skirts that extend to within 1 ft. of the bottom shall be placed around the dredge and construction locations prior to the initiation of work authorized by this permit. The screens shall be maintained and remain in place for the duration of the work to ensure turbidity levels outside the construction area do not exceed 29 NTU's above background levels. The permittee shall be responsible for inspecting and maintaining turbidity control devices so no violations of state water quality standards outside of the turbidity screens occurs. Turbidity shall be monitored as described in the monitoring portion of this permit.

8. The following measures shall be taken by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed 29 NTU's above background:
  - a. Immediately cease all work contributing to the water quality violation.
  - b. Modify the work procedures that were responsible for the violation, and install more turbidity containment devices and repair any non-functioning turbidity containment devices.
  - c. Notify the Department of Environmental Protection, Submerged Lands & Environmental Resources Program, Compliance and Enforcement Section, 160 W. Government Street, Pensacola, Florida 32502, in writing or by telephone at (850) 595-0580 within 24 hours of the time the violation is first detected.

### **SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES**

9. This permit does not authorize impacts to submerged aquatic vegetation, emergent aquatic vegetation, or wetlands which includes but is not limited to clearing with the use of heavy equipment, filling, or excavation.
10. Unauthorized impacts to wetlands or the littoral zone as a result of the permitted works shall be reported immediately to the Department.
11. Best management practices for erosion control shall be implemented and maintained at all times during construction to prevent siltation and turbid discharges in excess of State water quality standards pursuant to Rule 62-302, F.A.C. Methods shall include, but are not limited to the use of staked hay bales, staked filter cloth, sodding, seeding, and mulching; staged construction; and the installation of turbidity screens around the immediate project site.
12. The permittee shall be responsible for ensuring that erosion control devices/procedures are inspected and maintained daily during all phases of construction authorized by this permit until all areas that were disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges.
13. The following measures shall be taken by the permittee whenever siltation, sedimentation, or erosion occurs within wetlands outside of the limits of the authorized activities:
  - a. Immediately cease all work contributing to the violation.
  - b. Stabilize all exposed soils contributing to the violation. Modify the work procedures that were responsible for the violation and install more erosion, sedimentation, and turbidity control devices.
  - c. Notify the Department within 24 hours of the time the violation occurred at (850)595-8300.
14. All watercraft associated with the construction of the permitted structure shall only operate within waters of sufficient depth so as to preclude bottom scouring and prop dredging.
15. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the state.

16. There shall be no stock piling of tools, materials, (i.e., lumber, pilings, riprap, and debris) within wetlands, along the shoreline within the littoral zone, or elsewhere within water/waters of the state.

17. All cleared vegetation, excess lumber, scrap wood, trash, garbage and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit.

18. Dredging shall be limited to day light; no dredging activities are authorized to be conducted at night.

19. Areas to be dredged shall be dredged in accordance with the attached permit drawings and shall not exceed the areas and depths indicated on those drawings.

20. The dredge material shall be removed by an excavator or hydraulic dredge that is stationed in the uplands or mounted on a barge. The spoil material shall be deposited directly into a filter fabric lined container near the machinery. The spoil will be transferred from the containers for transfer to the DMMA as shown on page 10 of the attached project drawings.

#### **SPECIFIC CONDITIONS – MANATEE**

21. The [Standard Manatee Conditions for In-water Work](#) (2011) shall be followed for all in-water activity.

22. To reduce the risk of entrapment and drowning of manatees, manatee exclusion devices (such as grating) shall be installed and maintained over any existing or proposed pipes or culverts greater than 8 inches, but smaller than 8 feet in diameter that are submerged or partially submerged and reasonably accessible to manatees. If horizontal or vertical bars are used, no more than 8-inch gaps on center shall be allowed. Grates shall be in place at the accessible end(s) during all phases of the construction process and as a final design element to restrict manatee access.

#### **SPECIFIC CONDITIONS – OTHER LISTED SPECIES**

23. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or permittee associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, Florida Fish and Wildlife Conservation Commission (FWC) staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to [ConservationPlanningServices@MyFWC.com](mailto:ConservationPlanningServices@MyFWC.com).

24. If new information (e.g. listing of new species, new critical habitat, etc.) shows that the magnitude of impacts to federally listed species has the potential for adverse effects, the U.S. Fish and Wildlife Service (USFWS) will notify the Department. The Department will initiate

coordination with the permittee and with the USFWS to determine what adverse impacts are likely and if additional minimization measures, reporting, or monitoring are required in order to be consistent with the Endangered Species Act, as deemed necessary by USFWS.

25. The Permittee shall report any injured, sick, or dead federally or state listed animal(s) discovered onsite to the Florida Fish and Wildlife Conservation Commission Wildlife Alert number at 888-404-FWCC (3922).

### **SPECIFIC CONDITIONS – MONITORING/REPORTING REQUIREMENTS**

26. Submittals required herein for compliance (e.g. mitigation reports, water quality monitoring reports, etc.) shall be submitted electronically (via e-mail, CD or DVD, or through a file transfer site) when practicable and shall include the permittee's name and permit number (0431230-001-EI/03). Email submittals shall be sent to [Mark.C.Sumner@FloridaDEP.gov](mailto:Mark.C.Sumner@FloridaDEP.gov) with a subject line of “Compliance: permit number 0431230-001-EI/03”, or by mail to:

Department of Environmental Protection  
Northwest District  
ATTN: Compliance Assurance (ERP)  
2420 Jenks Ave, Suite 4-B  
Panama City, FL 32405

27. Water turbidity levels shall be monitored if a turbidity plume is observed outside the limits of the required turbidity control devices. Samples shall be taken every four hours, one foot above the bottom, mid-depth, and one-foot below the surface at monitoring stations located as follows:

- a. Approximately 100 feet up-current of the work sites and clearly outside the influence of construction activities. (This shall serve as the natural background sample against which other turbidity readings shall be compared.)
- b. Directly outside the turbidity curtains surrounding the work sites and within the densest portion of any visible turbidity plume. (This sample shall serve as the compliance sample.)

28. During dredging activities, the permittee or permittee's contractor shall collect the following turbidity monitoring data at the frequency and water depths directed by Specific Condition 27:

- a. Date and time of sampling event
- b. Turbidity sampling results (background NTUs, compliance NTUs, and the difference between them)
- c. Description of data collection methods
- d. An aerial map indicating the sampling locations
- e. Depth of sample(s)
- f. Weather conditions at times of sampling
- g. Tidal stage and direction of flow

Data shall be collected in a turbidity log and shall include a statement by the individual responsible for implementation of the sampling program attesting to the authenticity, precision, limits of detection, and accuracy of the data. The turbidity log shall be scanned and sent on a weekly basis to the Department's Environmental Resources Compliance Assurance Program

Staff by email at [Mark.C.Sumner@FloridaDEP.gov](mailto:Mark.C.Sumner@FloridaDEP.gov). The subject line of the email shall include the project name and permit number.

29. The following measures shall be taken immediately by the permittee when turbidity levels within waters of the State surrounding the project site exceed 29 NTUs above background:
- a. Immediately cease work contributing to the water quality violation.
  - b. Stabilize exposed soils contributing to the violation. Modify the work procedures responsible for the violation, install additional turbidity containment devices and repair non-functioning turbidity containment devices.
  - c. Increase monitoring frequency to every 2 hours until turbidity levels are within acceptable limits as specified in Specific Condition 1. Interim samples collected following the violation (s) shall be collected in the same manner and locations as the routine monitoring. Operations may not resume until the water quality standard for turbidity has returned to 29 NTUs above background.
  - d. The violation(s) shall be immediately reported to the Department. The report shall include the description of the corrective actions being taken or proposed to be taken. The report shall be made to the Department as soon as normal business hours resume if violation(s) are noted after normal business hours, on holidays, or on weekends. A copy of the monitoring data sheets, which indicate violation(s), shall be forwarded immediately to the Department.

Failure to report violation(s) or to follow correct procedures before resuming work shall constitute grounds for permit revocation and may subject the permittee to formal enforcement action.

### **SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES**

30. The spoil material shall remain onsite at the location shown for the DMMA or may be used as fill under roadways. Any other use may require additional authorization.

### **GENERAL CONDITIONS FOR INDIVIDUAL PERMITS**

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management

practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual* (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual* (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
  - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
  - b. For all other activities – "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
  - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
  - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
  - b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

- a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
- b. Convey to the permittee or create in the permittee any interest in real property;
- c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
- d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:

- a. Immediately if any previously submitted information is discovered to be inaccurate; and
- b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If

unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. In addition to those general conditions in subsection (1), above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

### **NOTICE OF RIGHTS**

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

#### Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;

- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at [Agency\\_Clerk@FloridaDEP.gov](mailto:Agency_Clerk@FloridaDEP.gov). Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

#### Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant to Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

#### Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at [Agency\\_Clerk@FloridaDEP.gov](mailto:Agency_Clerk@FloridaDEP.gov), before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S. by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

**EXECUTION AND CLERKING**

Executed in Pensacola, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION



For

Kimberly R. Allen  
Permitting Program Administrator

KRA:wb

**Attachments:**

Standard Manatee Construction Conditions 2011, 2 pages  
Project Drawings and Design Specs., 10 pages  
DMMA Plan, 1 page

Copies of 62-330 forms may be obtained at: <https://floridadep.gov/water/submerged-lands-environmental-resources-coordination/content/forms-environmental-resource>

**Copies furnished to:**

FDEP, [Kim.Allen@FloridaDEP.gov](mailto:Kim.Allen@FloridaDEP.gov), [Russell.Sullivan@FloridaDEP.gov](mailto:Russell.Sullivan@FloridaDEP.gov),  
[Whitney.Bretana@FloridaDEP.gov](mailto:Whitney.Bretana@FloridaDEP.gov), [Mark.C.Sumner@FloridaDEP.gov](mailto:Mark.C.Sumner@FloridaDEP.gov)  
FWC, [ImperiledSpecies@MyFWC.com](mailto:ImperiledSpecies@MyFWC.com), [Stephanie.Jones@MyFWC.com](mailto:Stephanie.Jones@MyFWC.com)  
Bay County, [jcyr@baycountyfl.gov](mailto:jcyr@baycountyfl.gov), [lpowell@baycountyfl.gov](mailto:lpowell@baycountyfl.gov), [agolden@baycountyfl.gov](mailto:agolden@baycountyfl.gov),  
[ralph.miller@flhealth.gov](mailto:ralph.miller@flhealth.gov)  
Anchor CEI, [emoore@anchorcei.com](mailto:emoore@anchorcei.com), [moregan@anchorcei.com](mailto:moregan@anchorcei.com)  
Brian Rybicki, [brian@cypressenvironmental.com](mailto:brian@cypressenvironmental.com)  
Bethany Womack, [bethany@cypressenvironmental.com](mailto:bethany@cypressenvironmental.com)

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this permit and authorization to use sovereignty submerged lands, including all copies, were mailed before the close of business on February 19, 2024, to the above listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, under 120.52(7) of the Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.



\_\_\_\_\_  
Clerk

February 19, 2024  
Date

### STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at [ImperiledSpecies@myFWC.com](mailto:ImperiledSpecies@myFWC.com)
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at [MyFWC.com/manatee](http://MyFWC.com/manatee). Questions concerning these signs can be sent to the email address listed above.

**CAUTION: MANATEE HABITAT**

**All project vessels**

**IDLE SPEED / NO WAKE**

When a manatee is within 50 feet of work  
all in-water activities must

**SHUT DOWN**

Report any collision with or injury to a manatee:

**Wildlife Alert:**

**1-888-404-FWCC(3922)**

cell \*FWC or #FWC



## CONSTRUCTION PLANS

# HURRICANE SALLY STORMWATER OUTFALL & RETENTION POND SEDIMENT

PREPARED FOR:

**CITY OF PARKER, FLORIDA**  
**FEMA DISASTER # 4564DR - DAMAGE # 416379**

### CITY COUNCIL

MAYOR, ANDREW KELLY

COUNCIL MEMBER/MAYOR PRO-TEM, TONYA BARROW

COUNCIL MEMBER, RONALD H. CHAPLE

COUNCIL MEMBER, STACIE GALBREATH

COUNCIL MEMBER, APRIL L. GIBSON



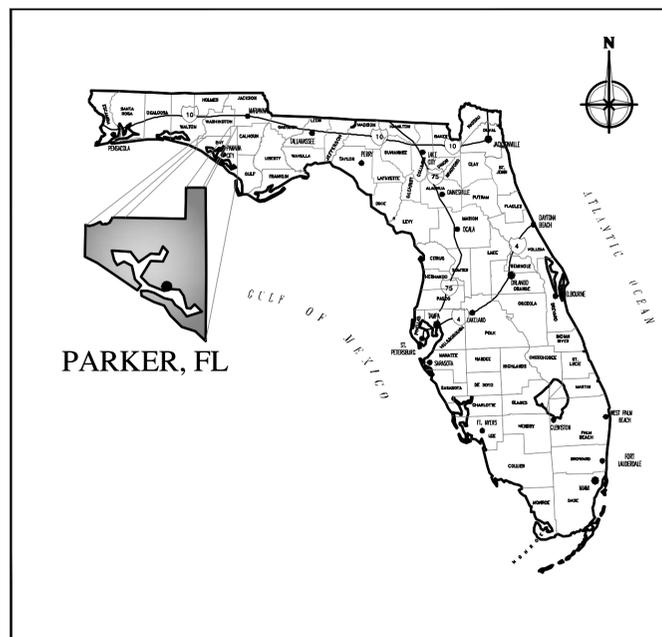
CERTIFICATE OF AUTHORIZATION No.: 31422

**ELIZABETH S. MOORE, P.E. No.: 57607**

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.005, F.A.C.

\* INDICATES RESPONSIBILITY BY OTHERS.

**VICINITY  
MAP**

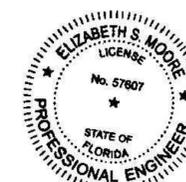


**LOCATION  
MAP**



## INDEX OF SHEETS

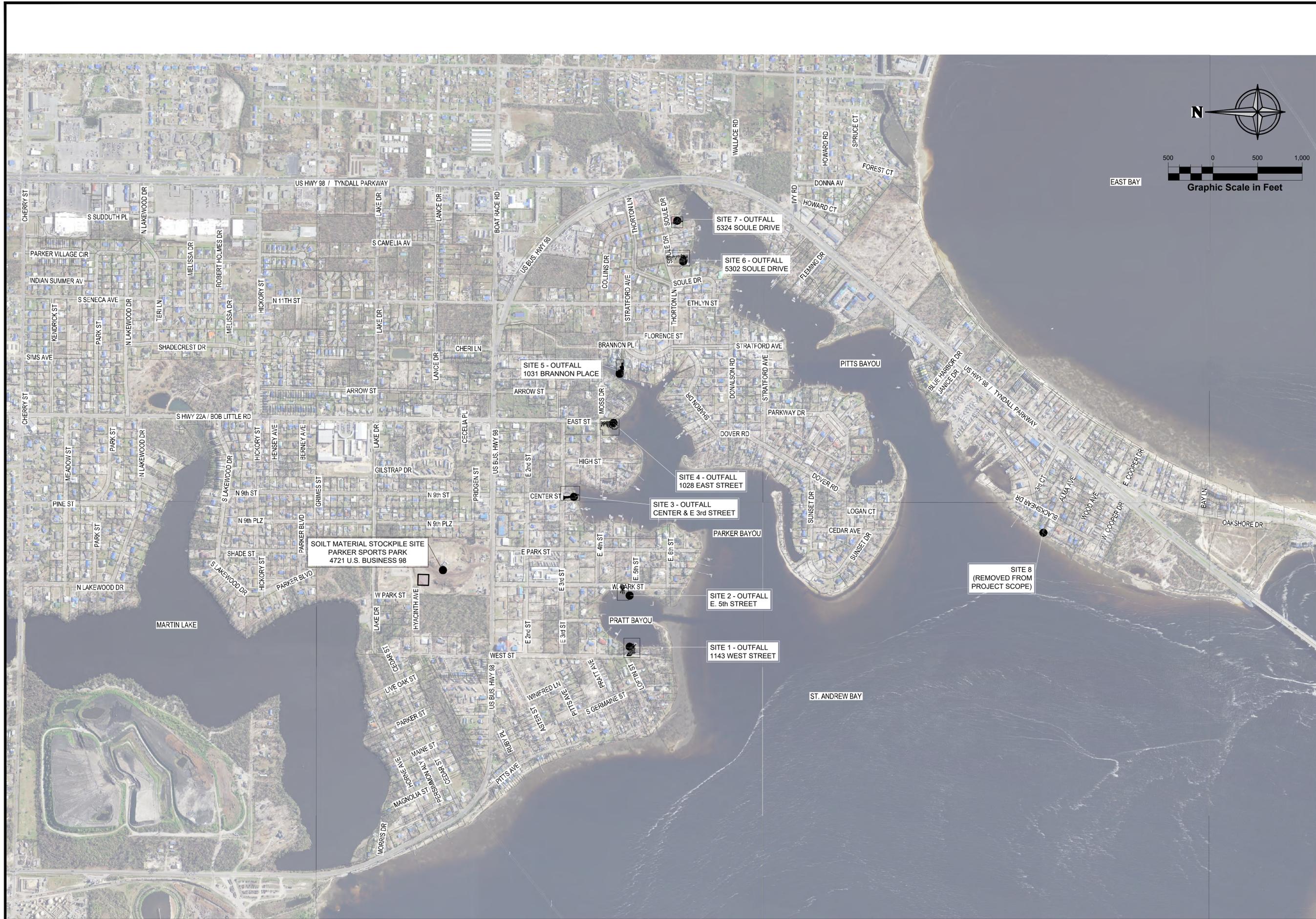
C0.0	COVER SHEET
C0.1	LOCATION MAP
C1.0	SITE 1 - OUTFALL 1143 WEST STREET
C1.1	SITE 2 - OUTFALL 5th STREET
C1.2	SITE 3 - OUTFALL CENTER STREET & E. 3rd STREET
C1.3	SITE 4 - OUTFALL 1028 EAST STREET
C1.4	SITE 5 - OUTFALL 1031 BRANNON PLACE
C1.5	SITE 6 - OUTFALL 5302 SOULE DRIVE
C1.6	SITE 7 - OUTFALL 5324 SOULE DRIVE
C1.7	SITE 8 - (REMOVED FROM PROJECT SCOPE)
C2.0	MISCELLANEOUS DETAILS



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC DOCUMENTS.

**DATE: 2/13/2024**



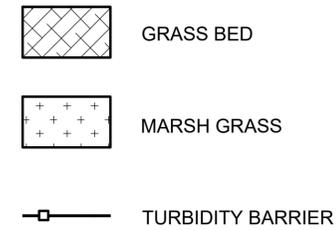
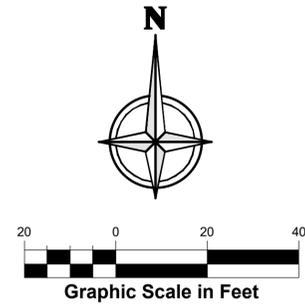
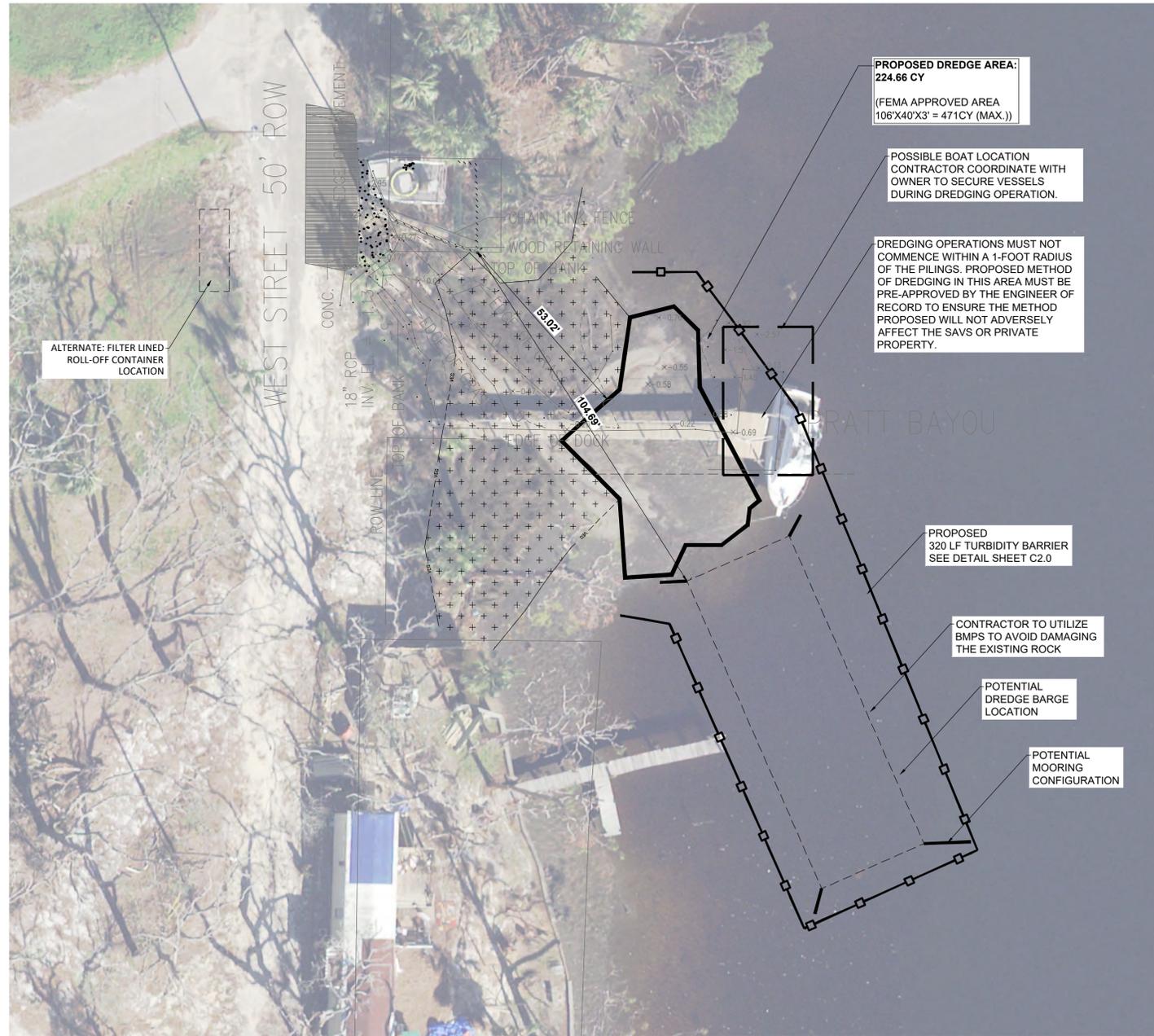
This item has been electronically signed and sealed by Elizabeth Moore, PE using a digital signature. Persons who receive this document are not considered signed and sealed and the signature must be verified on any electronic copies. email: emore@anchorcei.com Elizabeth S. Moore, PE FL License No.: 57607

No.	Date	Revision

Designed:	E. Moore
Drawn:	B. Silcox
Checked:	E. Moore
Job No.:	1620-023
Date:	2/13/2024

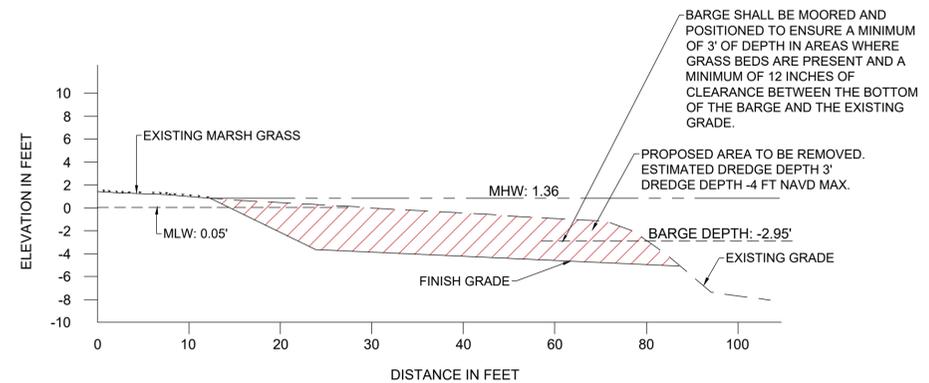
**LOCATION MAP**  
**HURRICANE SALLY STORMWATER OUTFALL & RETENTION POND SEDIMENT**  
**CITY OF PARKER - BAY COUNTY - FLORIDA**

Sheet No.  
**CO.1**



**NOTES:**

1. DREDGE PIPE POSITIONED BY THE CONTRACTOR SHALL NOT IMPACT WETLAND, MARSH OR SEAGRASS RESOURCES.
2. MATERIAL TO BE REMOVED VIA HYDRAULIC OR MECHANICAL DREDGING. MAXIMUM DREDGING DEPTH OF -4 FT NAVD.
3. SPOILS TO BE PLACED ON A BARGE FOR TRANSPORT. THE BARGE MAY ALSO BE USED TO DEWATER THE DREDGED MATERIAL. THE CONTRACTOR SHALL UTILIZE HAY BALES, FILTER CLOTH OR OTHER SIMILAR METHOD TO ENSURE WATER QUALITY STANDARDS ARE MAINTAINED.
4. AS AN ALTERNATE IN SOME LOCATIONS AS SHOWN, A FILTER CLOTH LINED ROLL OFF CONTAINER OR SIMILAR MAY BE UTILIZED IN UPLAND AREAS FOR DEWATERING. CONTRACTOR IS RESPONSIBLE FOR ENSURING WATER QUALITY STANDARDS ARE MAINTAINED.
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7. CONTRACTOR SHALL TAKE CARE TO PROTECT THE SEAGRASS BEDS IN ALL SITUATIONS. CONTRACTOR SHALL ENSURE THE DRAFT OF THE BARGE IS SHALLOW ENOUGH TO AVOID DISTURBING THE SEAGRASSES AT MLW..
8. THE CITY OF PARKER WILL COORDINATE WITH ALL POTENTIALLY AFFECTED HOMEOWNERS PRIOR TO COMMENCEMENT OF DREDGE ACTIVITIES WITHIN THE PROJECT AREA.

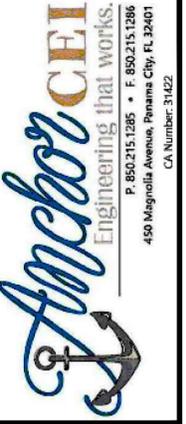


**DREDGE AREA PROFILE**

NOT TO SCALE

**SITE 1 PROPOSED DREDGE PLAN:**

DREDGE AREA	2,021 SF
DREDGE VOLUME	471 CY
SEAGRASS HEIGHT	6 IN



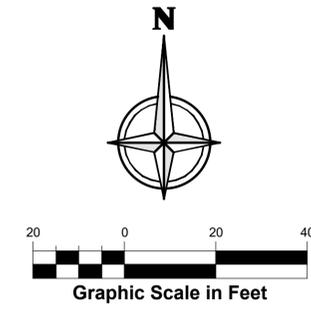
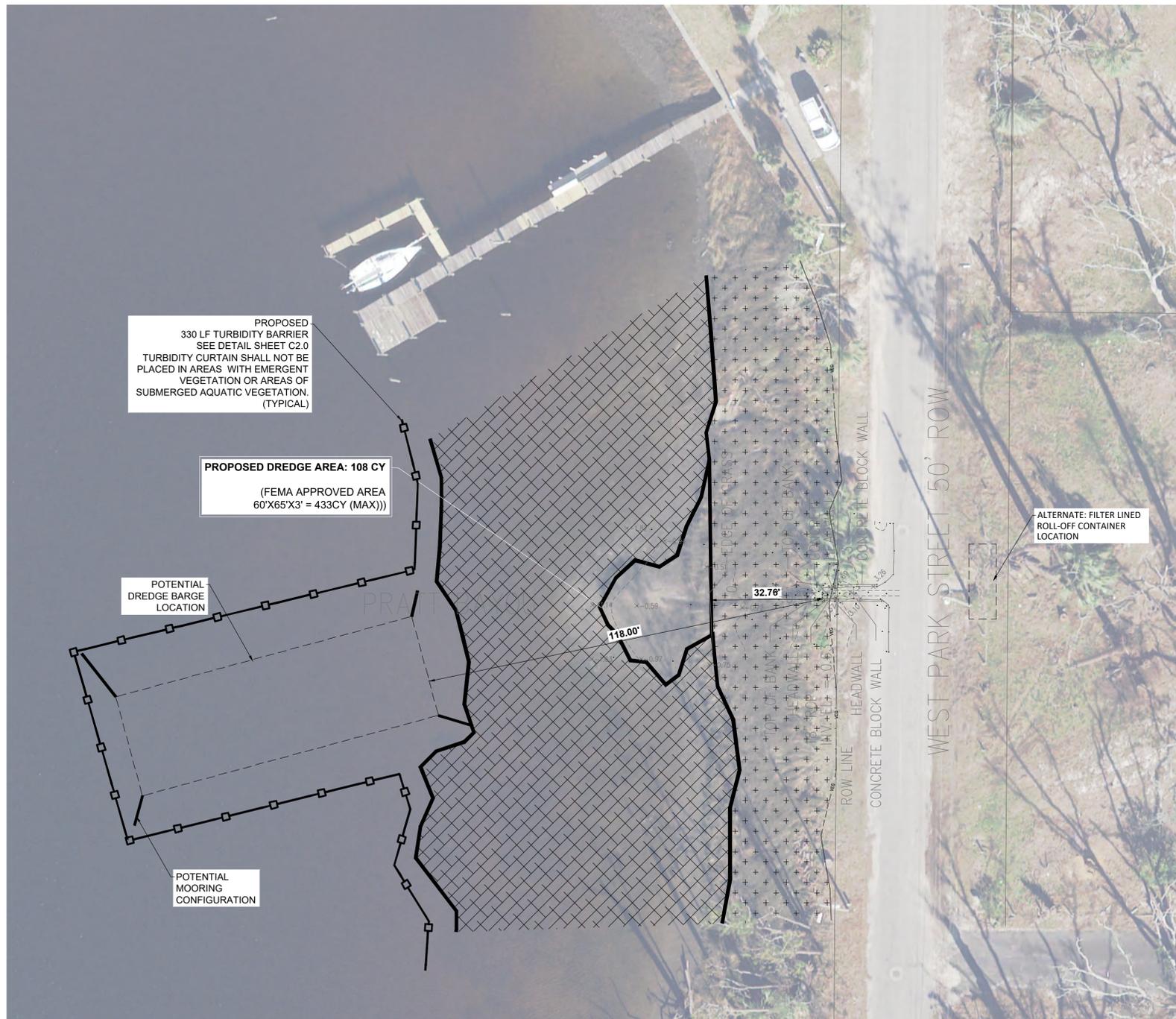
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No.	Date	Revision

Designed:	E. Moore
Drawn:	B. Silcox
Checked:	E. Moore
Job No.:	1620-023
Date:	2/13/2024

**SITE 1 - OUTFALL  
1143 WEST STREET  
HURRICANE SALLY STORMWATER OUTFALL  
& RETENTION POND SEDIMENT  
CITY OF PARKER - BAY COUNTY - FLORIDA**

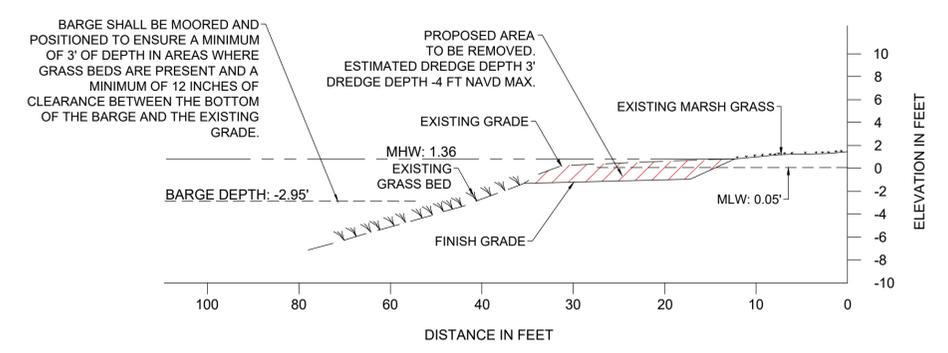
Sheet No.  
**C1.0**



-  GRASS BED
-  MARSH GRASS
-  TURBIDITY BARRIER

**NOTES:**

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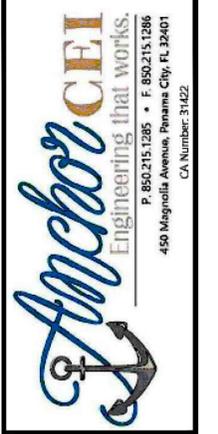


**DREDGE AREA PROFILE**

NOT TO SCALE

**SITE 2 PROPOSED DREDGE PLAN:**

DREDGE AREA	968 SF
DREDGE VOLUME (MAX)	433 CY
SEAGRASS HEIGHT	6 IN



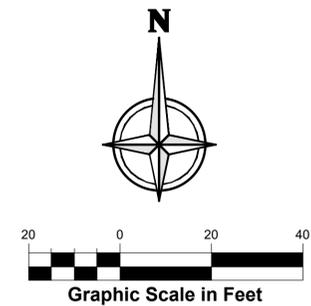
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No.	Date	Revision

Designed:	E. Moore
Drawn:	B. Silcox
Checked:	E. Moore
Job No.:	1620-023
Date:	2/13/2024

**SITE 2 - OUTFALL  
EAST 5TH STREET  
HURRICANE SALLY STORMWATER OUTFALL  
& RETENTION POND SEDIMENT  
CITY OF PARKER - BAY COUNTY - FLORIDA**

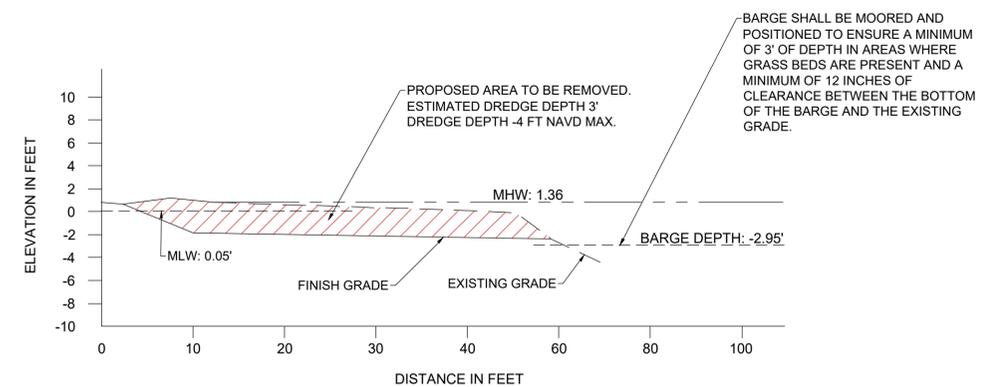
Sheet No.  
**C1.1**



-  GRASS BED
-  MARSH GRASS
-  TURBIDITY BARRIER

**NOTES:**

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**DREDGE AREA PROFILE**

NOT TO SCALE

**SITE 3 PROPOSED DREDGE PLAN:**

DREDGE AREA	2,328 SF
DREDGE VOLUME	265 CY
SEAGRASS HEIGHT	6 IN



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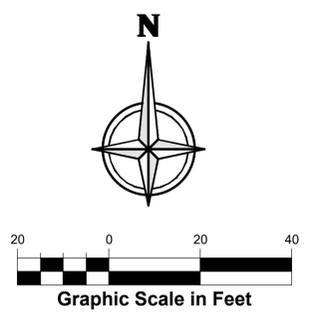
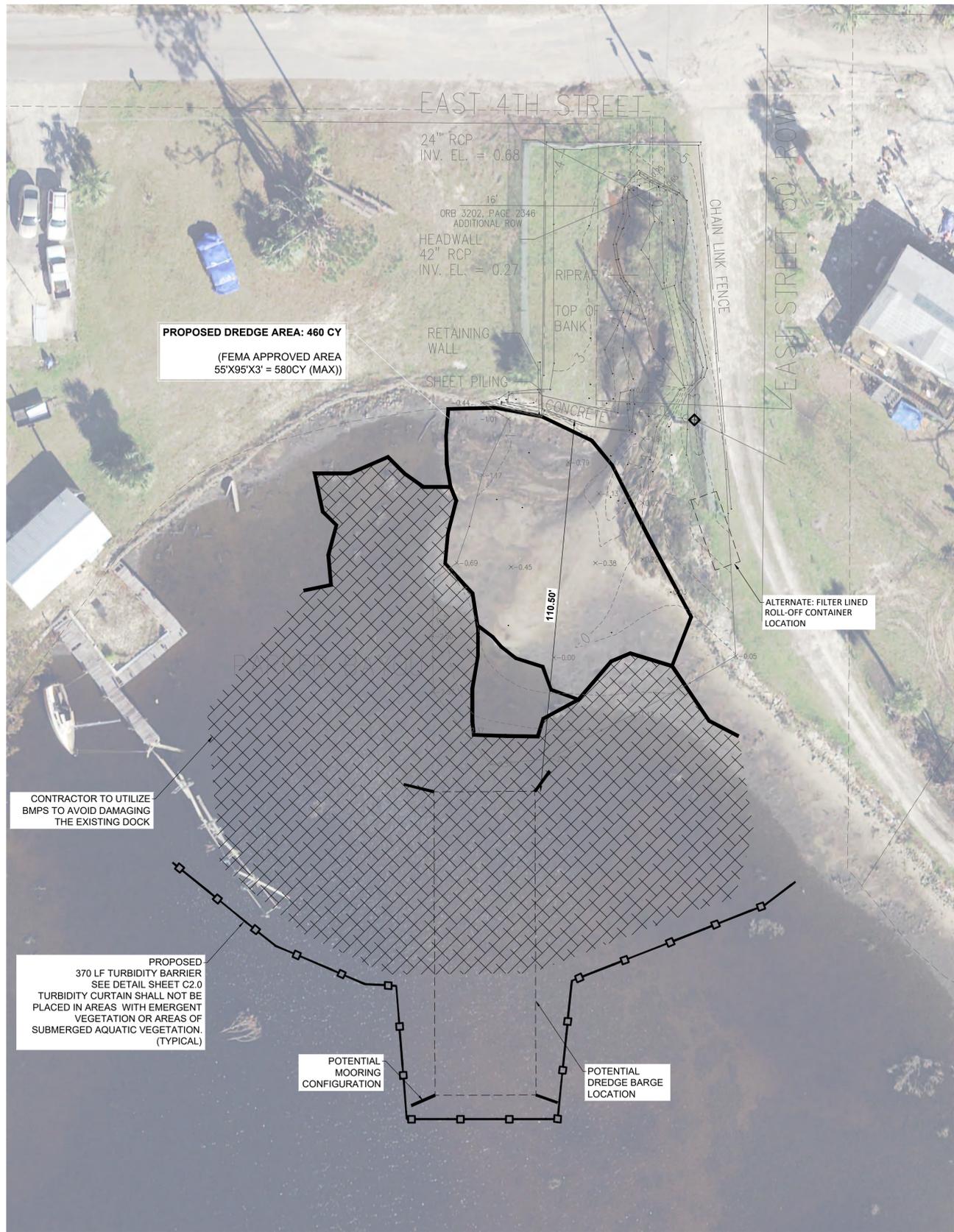
No.	Date	Revision

Designed:	E. Moore
Drawn:	B. Silcox
Checked:	E. Moore
Job No.:	1620-023
Date:	2/13/2024

**SITE 3 - OUTFALL  
CENTER STREET AND EAST 3RD STREET  
HURRICANE SALLY STORMWATER OUTFALL  
& RETENTION POND SEDIMENT  
CITY OF PARKER - BAY COUNTY - FLORIDA**



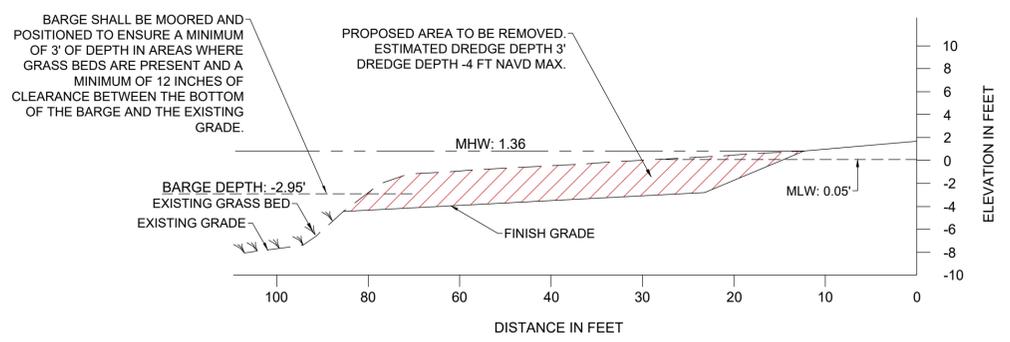
Sheet No.  
**C1.2**



-  GRASS BED
-  MARSH GRASS
-  TURBIDITY BARRIER

**NOTES:**

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**DREDGE AREA PROFILE**

NOT TO SCALE  
**SITE 4 PROPOSED DREDGE PLAN:**  
 DREDGE AREA 4,137 SF  
 DREDGE VOLUME 580 CY  
 SEAGRASS HEIGHT 6 IN



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No.	Date	Revision

Designed: E. Moore  
 Drawn: B. Silcox  
 Checked: E. Moore  
 Job No.: 1620-023  
 Date: 2/13/2024

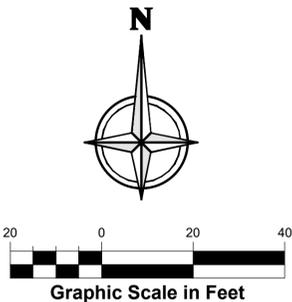
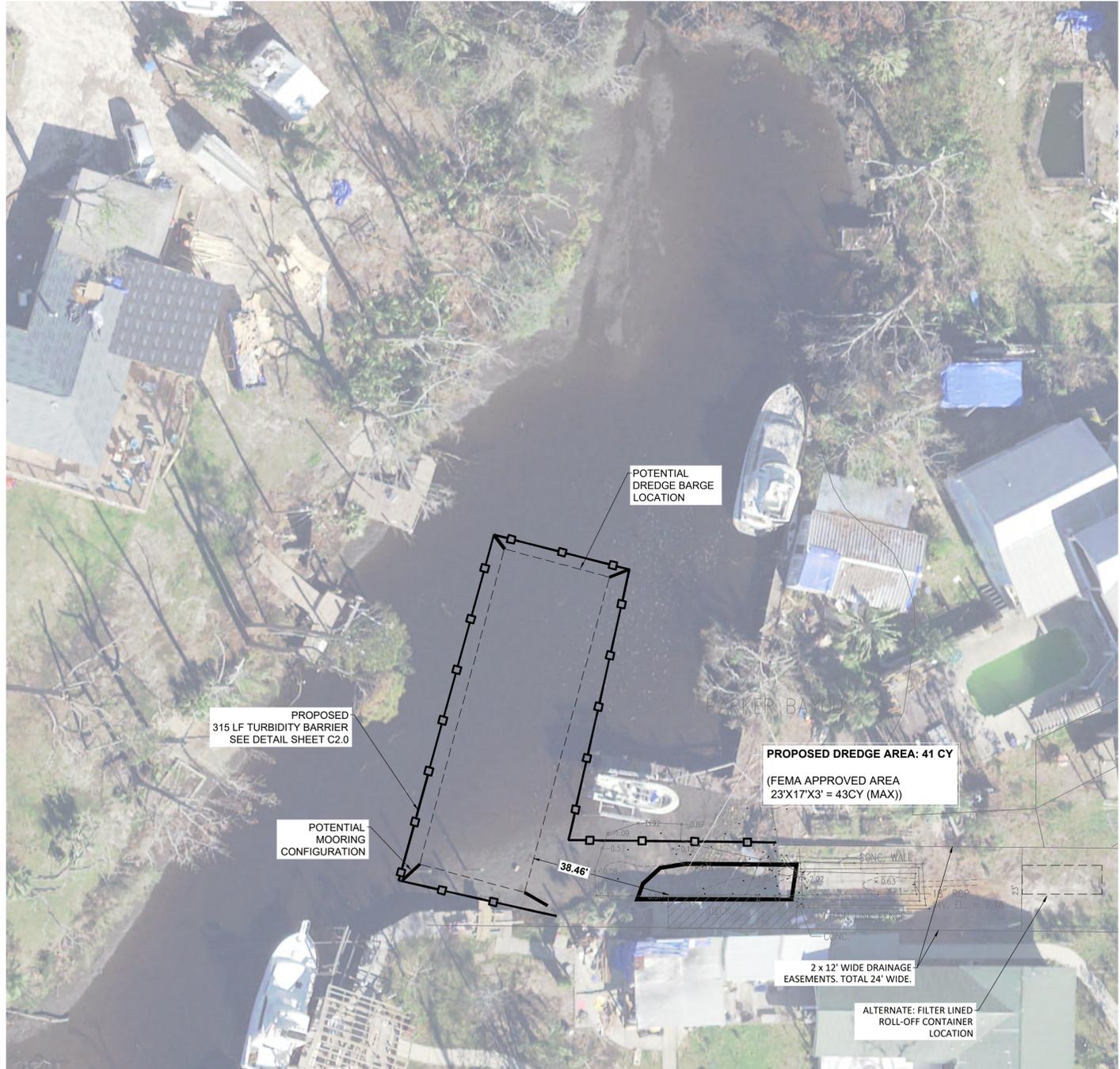
**SITE 4 - OUTFALL**  
**1028 EAST STREET**  
**HURRICANE SALLY STORMWATER OUTFALL**  
**& RETENTION POND SEDIMENT**  
**CITY OF PARKER - BAY COUNTY - FLORIDA**

Sheet No.  
**C1.3**

No.	Date	Revision

Designed:	E. Moore
Drawn:	B. Silcox
Checked:	E. Moore
Job No.:	1620-023
Date:	2/13/2024

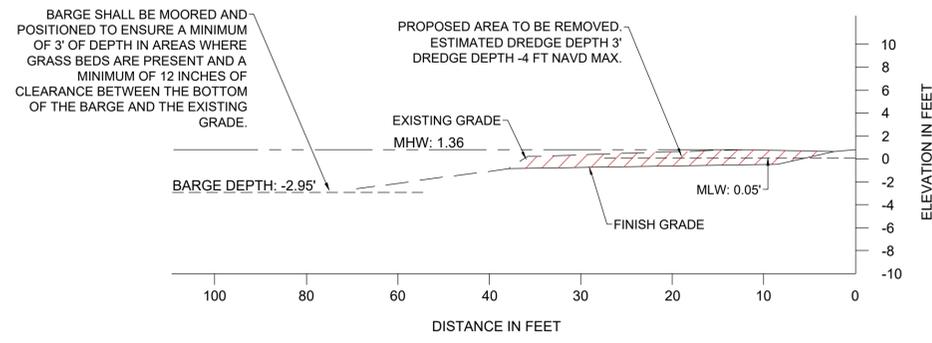
**SITE 5 - OUTFALL**  
1031 BRANNON PLACE  
HURRICANE SALLY STORMWATER OUTFALL  
& RETENTION POND SEDIMENT  
CITY OF PARKER - BAY COUNTY - FLORIDA



-  GRASS BED
-  MARSH GRASS
-  TURBIDITY BARRIER

**NOTES:**

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8. THE CITY OF PARKER WILL COORDINATE WITH ALL POTENTIALLY AFFECTED HOMEOWNERS PRIOR TO COMMENCEMENT OF DREDGE ACTIVITIES WITHIN THE PROJECT AREA.



**DREDGE AREA PROFILE**

NOT TO SCALE

**SITE 5 PROPOSED DREDGE PLAN:**

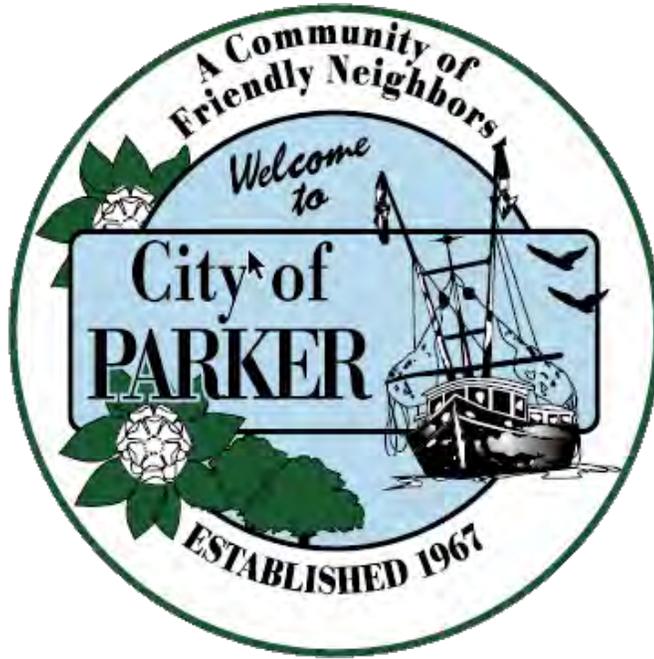
DREDGE AREA	363 SF
DREDGE VOLUME	43 CY
SEAGRASS HEIGHT	6 IN











## **APPENDIX B**

# **ACOE PERMIT**



**DEPARTMENT OF THE ARMY**  
**CORPS OF ENGINEERS, JACKSONVILLE DISTRICT**  
**415 RICHARD JACKSON BOULEVARD, SUITE 411**  
**PANAMA CITY BEACH, FLORIDA 32407**

May 30, 2024

Regulatory Division  
North Permits Branch  
Panama City Permits Section  
SAJ-2023-00416(NWP-KAB)

Tony Summerlin  
City of Parker  
1001 West Park Street  
Parker, Florida 32404  
Sent via email: [tsummerlin@cityofparker.com](mailto:tsummerlin@cityofparker.com)

Dear Tony Summerlin:

The U.S. Army Corps of Engineers (Corps) has completed the review of your application for a Department of the Army permit received on February 9, 2023. Your application was assigned file number SAJ-2023-00416. A review of the information and drawings provided indicates that the proposed work will result in maintenance dredging at 7 outfall sites within the city of Parker, Bay County, Florida, where clean sand sediment has accumulated, hindering water flow from the outfalls. Waters of the United States impacted include Pitts Bayou, Parker Bayou, and Pratt Bayou, all of which lead to Saint Andrews Bay. Submerged aquatic vegetation will be avoided during work and only accumulated sediment will be dredged. The sites will be accessed by shallow draft barge (three feet or less draft). Turbidity curtains will be employed during work. Dewatering will occur on the barge. A filter fabric-lined container will hold the spoil material, with hay bales to further prevent the release of sediment during work. Mechanical or hydraulic dredge method will be used. The dried spoil will be moved by truck to an upland disposal site located on city-owned property outside of waters of the United States. Impact amounts will total 0.605 acre/1,879 cubic yards of dredged material. The activities subject to this permit are authorized pursuant to authorities under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403) and Section 404 of the Clean Water Act (33 U.S.C. § 1344). The project is located within Pitts Bayou, Pratt Bayou, and Parker Bayou in Section 24, Township 4 South, Range 14 West, Parker, Bay County, Florida. Locations and coordinates of the project are given below.

Site 1: 1143 West Street: 30.126635, -85.607537  
Site 2: end of East 5th Street@ West Park Street: 30.127055, -85.605573  
Site 3: end of Center Street@ East 3rd Street: 30.128572, -85.602198  
Site 4: 1028 East Street: 30.127431, -85.599685

Site 5: 1031 Brannon Place: 30.127134, -85.597678

Site 6: 5302 Soule Drive: 30.125260, -85.593701

Site 7: 5324 Soule Drive: 30.125474, -85.592479

The aspect of your project involving maintenance dredging, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) 3 (Maintenance). **This verification is valid until March 14, 2026.** In order for this NWP authorization to be valid, you must ensure that the work is performed in accordance with the Nationwide Permit General Conditions, the Jacksonville District Regional Conditions, and the General and Project-Specific Special Conditions listed below. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP. You can access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Source Book webpage for links to view NWP information at: <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>. Please be aware this Internet address is case sensitive and should be entered as it appears above. Once there, you will need to select "Nationwide Permits." Among other things, this part of the Source Book contains links to the federal register containing the text of the pertinent NWP authorization and the associated NWP general conditions, as well as separate links to the regional conditions applicable to the pertinent NWP verification.

You must comply with all of the special and general conditions for NWP-3, including any project-specific conditions included in this letter and all conditions incorporated by reference as described above.

The aspect of your project involving return water, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) 16 (Return Water From Upland Contained Disposal Areas). **This verification is valid until March 14, 2026.** In order for this NWP authorization to be valid, you must ensure that the work is performed in accordance with the Nationwide Permit General Conditions, the Jacksonville District Regional Conditions, and the General and Project-Specific Special Conditions listed below. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP. You can access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Source Book webpage for links to view NWP information at: <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>. Please be aware this Internet address is case sensitive and should be entered as it appears above. Once

there, you will need to select “Nationwide Permits.” Among other things, this part of the Source Book contains links to the federal register containing the text of the pertinent NWP authorization and the associated NWP general conditions, as well as separate links to the regional conditions applicable to the pertinent NWP verification.

You must comply with all of the special and general conditions for NWP-16, including any project-specific conditions included in this letter and all conditions incorporated by reference as described above.

**General Conditions:**

1. The time limit for completing the work authorized ends on **March 14, 2026**.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity, or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner on the attached transfer form and forward a copy to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

**Project Specific Special Conditions:**

The following project specific special conditions are included with this verification:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:

a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

The Permittee shall reference this permit number, SAJ-2023-00416(NW-KAB), on all submittals.

2. **Commencement Notification:** Within 10 days from the date of initiating the work authorized by this permit the Permittee shall submit a completed "Commencement Notification" Form (Attachment A).

3. **As-Built Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall submit as-built drawings of the authorized work and a completed "As-Built Certification by Professional Engineer or Surveyor" form (Attachment B) to the Corps. The as-built drawings shall be signed and sealed by a registered professional engineer or surveyor and include the following:

a. A plan view drawing of the location of the authorized work footprint, as shown on the permit drawings, with an overlay of the work as constructed. The plan view drawing should show all existing water management structures and the completed structures, dredge/fill activities, and wetland impacts.

b. A list of any deviations between the work authorized by this permit and the work as constructed. In the event that the completed work deviates, in any manner, from the authorized work, describe on the attached "As-Built Certification by Professional Engineer" form the deviations between the work authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings any deviations that have been listed. Please note that the depiction and/or description of any deviations on the drawings and/or "As-Built Certification by Professional Engineer" form does not constitute approval of any deviations by the Corps.

c. The Department of the Army permit number on all sheets submitted.

4. **Posting of Permit:** The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.

5. **Cultural Resources/Historic Properties:**

a. No structure or work shall adversely affect, impact, or disturb properties listed in the *National Register of Historic Places* (NRHP), or those eligible for inclusion in the NRHP.

b. If, during permitted activities, items that may have historic or archaeological origin are observed the Permittee shall immediately cease all activities adjacent to the discovery that may result in the destruction of these resources and shall prevent his/her employees from further removing, or otherwise damaging, such resources. The applicant shall notify both the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333 and the Corps, of the observations within the same business day (8 hours). Examples of submerged historical, archaeological or cultural resources include shipwrecks, shipwreck debris fields (such as steam engine parts, or wood planks and beams), anchors, ballast rock, concreted iron objects, concentrations of coal, prehistoric watercraft (such as log "dugouts"), and other evidence of human activity. The materials may be deeply buried in sediment, resting in shallow sediments or above them, or protruding into water. The Corps shall coordinate with the Florida State Historic Preservation Officer Choose an item to assess the significance of the discovery and devise appropriate actions. Project activities shall not resume without verbal and/or written authorization from the Corps.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition, and if deemed necessary by the SHPO or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO. Based on the circumstances of the

discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

**6. Dredged material Disposal:** The Permittee shall place all dredged material in a self-contained, upland disposal site as detailed in the project drawings. The Permittee shall maintain the upland disposal site to prevent the discharge of dredged material and associated effluent into waters of the United States.

**7. Erosion Control:** Prior to the initiation of any work authorized by this permit, the Permittee shall install erosion control measures along the perimeter of all work areas to prevent the displacement of fill material outside the work area into waters of the United States. The erosion control measures shall remain in place and be maintained until all authorized work is completed and the work areas are stabilized.

**8. Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend within define distance desired or use 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained daily until the authorized work has been completed and turbidity within the construction area has returned to ambient levels. Turbidity barriers shall be removed upon stabilization of the work area.

**9. Manatee Conditions:** The Permittee shall comply with the “Standard Manatee Conditions for In-Water Work – 2011” (Attachment C). The most recent version of the Manatee Conditions must be utilized.

**10. Jacksonville District Programmatic Biological Opinion (JAXBO):** Structures and activities authorized under this permit will be constructed and operated in accordance with all applicable PDCs contained in the JAXBO, based on the permitted activity. Failure to comply with applicable PDCs will constitute noncompliance with this permit. In addition, failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take. The NMFS is the appropriate authority to determine compliance with the Endangered Species Act. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division website in the Endangered Species section of the Sourcebook located at: <http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx>

JAXBO may be subject to revision at any time. The most recent version of these JAXBO must be utilized during the design and construction of the permitted work.

**11. Eastern Indigo Snake Protection Measures and Inspection:** Permittee shall comply with U.S. Fish and Wildlife Service's "Standard Protection Measures for the Eastern Indigo Snake" dated August 12, 2013, as provided in Attachment D of this permit. All gopher tortoise burrows, active or inactive, shall be evacuated prior to site manipulation in the vicinity of the burrow. If excavating potentially occupied burrows, active or inactive, individuals must first obtain state authorization via a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent permit. The excavation method selected shall minimize the potential for injury of an indigo snake. The Permittee shall follow the excavation guidance provided in the most current FWC Gopher Tortoise Permitting Guidelines found at <http://myfwc.com/gophertortoise>. If an indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity. Holes, cavities, and snake refugia other than gopher tortoise burrows shall be inspected each morning before planned site manipulation of a particular area, and if occupied by an indigo snake, no work shall commence until the snake has vacated the vicinity of the proposed work.

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (<http://www.myfwc.com/license/wildlife/>) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (<http://www.fnai.org/>) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

This letter of authorization does not preclude the necessity to obtain any other Federal, State, or local permits, which may be required.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We

strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at <https://regulatory.ops.usace.army.mil/customer-service-survey/>. Please be aware this Internet address is case sensitive and you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Should you have any questions related to this NWP verification or have issues accessing the documents referenced in this letter, please contact Kelly Bunting at the Panama City Permits Section at the letterhead address, by telephone at 850-763-0717, extension 2, or by email at [Kelly.A.Bunting@usace.army.mil](mailto:Kelly.A.Bunting@usace.army.mil).

Sincerely,

A handwritten signature in cursive script that reads "Kelly Bunting".

Kelly Bunting  
Project Manager

Enclosures

CC: Bethany Womack, Cypress Environmental, Agent

**DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST**

**DA PERMIT NUMBER: SAJ-2023-00416(NWP-KAB)**

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or submit via electronic mail to: [SAJ-RD-Enforcement@usace.army.mil](mailto:SAJ-RD-Enforcement@usace.army.mil) (not to exceed 15 MB).

\_\_\_\_\_  
(TRANSFEREE-SIGNATURE)

\_\_\_\_\_  
(SUBDIVISION)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(LOT)      \_\_\_\_\_  
(BLOCK)

\_\_\_\_\_  
(NAME-PRINTED)

\_\_\_\_\_  
(STREET ADDRESS)

\_\_\_\_\_  
(MAILING ADDRESS)

\_\_\_\_\_  
(CITY, STATE, ZIP CODE)





















**COMMENCEMENT NOTIFICATION**

*Within ten (10) days of initiating the authorized work, submit this form via electronic mail to [saj-rd-enforcement@usace.army.mil](mailto:saj-rd-enforcement@usace.army.mil) (preferred, not to exceed 15 MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. **Department of the Army Permit Number:** SAJ-2023-00416(NW-KAB)

2. **Permittee Information:**

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

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

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

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

3. **Construction Start Date:** \_\_\_\_\_

4. **Contact to Schedule Inspection:**

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

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

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

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Printed Name of Permittee

\_\_\_\_\_  
Date

**AS-BUILT CERTIFICATION BY PROFESSIONAL ENGINEER**

Submit this form and one set of as-built engineering drawings to the U.S. Army Corps of Engineers, Enforcement Section, 41 North Jefferson Street, Suite 301, Pensacola, Florida, 32502. If you have questions regarding this requirement, please contact the Enforcement Branch at 904-232-3131.

1. Department of the Army Permit Number: SAJ-2023-00416(NW-KAB)

2. Permittee Information:

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

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

\_\_\_\_\_

3. Project Site Identification (physical location/address):

\_\_\_\_\_

\_\_\_\_\_

4. As-Built Certification: I hereby certify that the authorized work, including any mitigation required by Special Conditions to the permit, has been accomplished in accordance with the Department of the Army permit with any deviations noted below. This determination is based upon on-site observation, scheduled, and conducted by me or by a project representative under my direct supervision. I have enclosed one set of as-built engineering drawings.

\_\_\_\_\_  
Signature of Engineer

\_\_\_\_\_  
Name (*Please type*)

\_\_\_\_\_  
(FL, PR, or VI) Reg. Number

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP

(Affix Seal)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number



## STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or in Vero Beach (1-772-562-3909) for south Florida, and emailed to FWC at [ImperiledSpecies@myFWC.com](mailto:ImperiledSpecies@myFWC.com).
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at [http://www.myfwc.com/WILDLIFEHABITATS/manatee\\_sign\\_vendors.htm](http://www.myfwc.com/WILDLIFEHABITATS/manatee_sign_vendors.htm). Questions concerning these signs can be forwarded to the email address listed above.

**STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE**  
**U.S. Fish and Wildlife Service**  
**August 12, 2013**

The eastern indigo snake protection/education plan (Plan) below has been developed by the U.S. Fish and Wildlife Service (USFWS) in Florida for use by applicants and their construction personnel. At least **30 days prior** to any clearing/land alteration activities, the applicant shall notify the appropriate USFWS Field Office via e-mail that the Plan will be implemented as described below (North Florida Field Office: [jaxregs@fws.gov](mailto:jaxregs@fws.gov); South Florida Field Office: [verobeach@fws.gov](mailto:verobeach@fws.gov); Panama City Field Office: [panamacity@fws.gov](mailto:panamacity@fws.gov)). As long as the signatory of the e-mail certifies compliance with the below Plan (including use of the attached poster and brochure), no further written confirmation or “approval” from the USFWS is needed and the applicant may move forward with the project.

If the applicant decides to use an eastern indigo snake protection/education plan other than the approved Plan below, written confirmation or “approval” from the USFWS that the plan is adequate must be obtained. At least 30 days prior to any clearing/land alteration activities, the applicant shall submit their unique plan for review and approval. The USFWS will respond via e-mail, typically within 30 days of receiving the plan, either concurring that the plan is adequate or requesting additional information. A concurrence e-mail from the appropriate USFWS Field Office will fulfill approval requirements.

The Plan materials should consist of: 1) a combination of posters and pamphlets (see **Poster Information** section below); and 2) verbal educational instructions to construction personnel by supervisory or management personnel before any clearing/land alteration activities are initiated (see **Pre-Construction Activities** and **During Construction Activities** sections below).

**POSTER INFORMATION**

Posters with the following information shall be placed at strategic locations on the construction site and along any proposed access roads (a final poster for Plan compliance, to be printed on 11” x 17” or larger paper and laminated, is attached):

**DESCRIPTION:** The eastern indigo snake is one of the largest non-venomous snakes in North America, with individuals often reaching up to 8 feet in length. They derive their name from the glossy, blue-black color of their scales above and uniformly slate blue below. Frequently, they have orange to coral reddish coloration in the throat area, yet some specimens have been reported to only have cream coloration on the throat. These snakes are not typically aggressive and will attempt to crawl away when disturbed. Though indigo snakes rarely bite, they should NOT be handled.

**SIMILAR SNAKES:** The black racer is the only other solid black snake resembling the eastern indigo snake. However, black racers have a white or cream chin, thinner bodies, and WILL BITE if handled.

**LIFE HISTORY:** The eastern indigo snake occurs in a wide variety of terrestrial habitat types throughout Florida. Although they have a preference for uplands, they also utilize some wetlands

and agricultural areas. Eastern indigo snakes will often seek shelter inside gopher tortoise burrows and other below- and above-ground refugia, such as other animal burrows, stumps, roots, and debris piles. Females may lay from 4 - 12 white eggs as early as April through June, with young hatching in late July through October.

**PROTECTION UNDER FEDERAL AND STATE LAW:** The eastern indigo snake is classified as a Threatened species by both the USFWS and the Florida Fish and Wildlife Conservation Commission. “Taking” of eastern indigo snakes is prohibited by the Endangered Species Act without a permit. “Take” is defined by the USFWS as an attempt to kill, harm, harass, pursue, hunt, shoot, wound, trap, capture, collect, or engage in any such conduct. Penalties include a maximum fine of \$25,000 for civil violations and up to \$50,000 and/or imprisonment for criminal offenses, if convicted.

Only individuals currently authorized through an issued Incidental Take Statement in association with a USFWS Biological Opinion, or by a Section 10(a)(1)(A) permit issued by the USFWS, to handle an eastern indigo snake are allowed to do so.

**IF YOU SEE A LIVE EASTERN INDIGO SNAKE ON THE SITE:**

- Cease clearing activities and allow the live eastern indigo snake sufficient time to move away from the site without interference;
- Personnel must NOT attempt to touch or handle snake due to protected status.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Immediately notify supervisor or the applicant’s designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- If the snake is located in a vicinity where continuation of the clearing or construction activities will cause harm to the snake, the activities must halt until such time that a representative of the USFWS returns the call (within one day) with further guidance as to when activities may resume.

**IF YOU SEE A DEAD EASTERN INDIGO SNAKE ON THE SITE:**

- Cease clearing activities and immediately notify supervisor or the applicant’s designated agent, **and** the appropriate USFWS office, with the location information and condition of the snake.
- Take photographs of the snake, if possible, for identification and documentation purposes.
- Thoroughly soak the dead snake in water and then freeze the specimen. The appropriate wildlife agency will retrieve the dead snake.

**Telephone numbers of USFWS Florida Field Offices to be contacted if a live or dead eastern indigo snake is encountered:**

**North Florida Field Office – (904) 731-3336**  
**Panama City Field Office – (850) 769-0552**  
**South Florida Field Office – (772) 562-3909**

## **PRE-CONSTRUCTION ACTIVITIES**

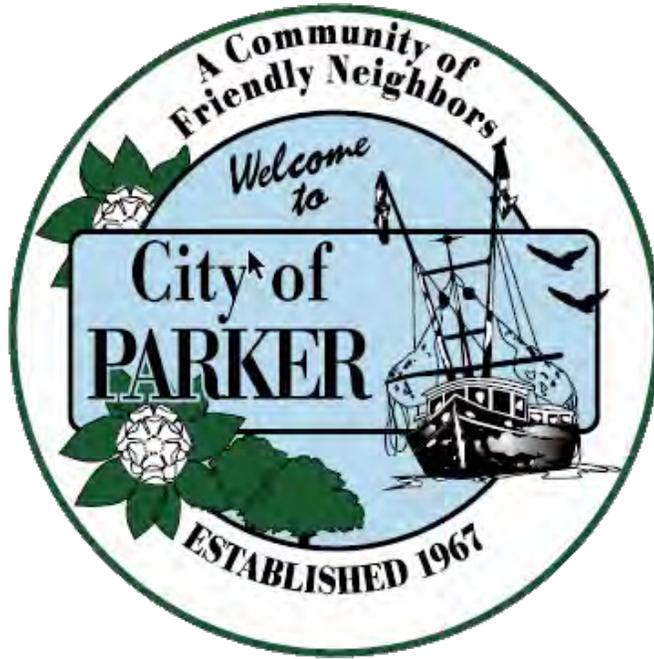
1. The applicant or designated agent will post educational posters in the construction office and throughout the construction site, including any access roads. The posters must be clearly visible to all construction staff. A sample poster is attached.
2. Prior to the onset of construction activities, the applicant/designated agent will conduct a meeting with all construction staff (annually for multi-year projects) to discuss identification of the snake, its protected status, what to do if a snake is observed within the project area, and applicable penalties that may be imposed if state and/or federal regulations are violated. An educational brochure including color photographs of the snake will be given to each staff member in attendance and additional copies will be provided to the construction superintendent to make available in the onsite construction office (a final brochure for Plan compliance, to be printed double-sided on 8.5" x 11" paper and then properly folded, is attached). Photos of eastern indigo snakes may be accessed on USFWS and/or FWC websites.
3. Construction staff will be informed that in the event that an eastern indigo snake (live or dead) is observed on the project site during construction activities, all such activities are to cease until the established procedures are implemented according to the Plan, which includes notification of the appropriate USFWS Field Office. The contact information for the USFWS is provided on the referenced posters and brochures.

## **DURING CONSTRUCTION ACTIVITIES**

1. During initial site clearing activities, an onsite observer may be utilized to determine whether habitat conditions suggest a reasonable probability of an eastern indigo snake sighting (example: discovery of snake sheds, tracks, lots of refugia and cavities present in the area of clearing activities, and presence of gopher tortoises and burrows).
2. If an eastern indigo snake is discovered during gopher tortoise relocation activities (i.e. burrow excavation), the USFWS shall be contacted within one business day to obtain further guidance which may result in further project consultation.
3. Periodically during construction activities, the applicant's designated agent should visit the project area to observe the condition of the posters and Plan materials, and replace them as needed. Construction personnel should be reminded of the instructions (above) as to what is expected if any eastern indigo snakes are seen.

## **POST CONSTRUCTION ACTIVITIES**

Whether or not eastern indigo snakes are observed during construction activities, a monitoring report should be submitted to the appropriate USFWS Field Office within 60 days of project completion. The report can be sent electronically to the appropriate USFWS e-mail address listed on page one of this Plan.



# **APPENDIX C**

## **STATEMENT OF EXPERIENCE REQUIREMENTS FOR DREDGING OPERATIONS**

**APPENDIX C  
STATEMENT OF EXPERIENCE REQUIREMENTS  
FOR  
DREDGING OPERATIONS**

This form shall be completed in its entirety and submitted to the OWNER's representative as part of your Bid Package Submittal. The City of Parker will be the sole judge in determining if the prospective contractor meets the minimum experience requirements. If the CONTRACTOR will be utilizing a SUBCONTRACTOR for any portion of this project, please indicate below and complete the specific section referenced. Part 3 shall be completed by the entity (either CONTRACTOR or SUBCONTRACTOR) performing the dredging.

- CONTRACTOR WILL SELF-PERFORM DREDGING OPERATIONS
- CONTRACTOR WILL UTILIZE SUBCONTRACTOR TO PERFORM DREDGING OPERATIONS

**1. PART 1: CONTRACTOR CONTACT INFORMATION**

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

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

Phone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

E-Mail Address of Contact Person: \_\_\_\_\_

Number of Dredging Projects completed in the Last 5 Years: \_\_\_\_\_

**2. PART 2: SUBCONTRACTOR CONTACT INFORMATION**

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

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

Phone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

E-Mail Address of Contact Person: \_\_\_\_\_

Number of Dredging Projects completed in the Last 5 Years: \_\_\_\_\_

**3. PART 3: CONTRACTOR/SUBCONTRACTOR PROJECT REFERENCES**

List three successfully completed dredging projects that are similar in size and complexity of this project completed within the last 5 years:

1. Project Name: \_\_\_\_\_

\_\_\_\_\_

Owner: \_\_\_\_\_

Contact Person: \_\_\_\_\_

E-Mail Address of Contact Person: \_\_\_\_\_

Cubic yards of dredging completed: \_\_\_\_\_

No. of Days to Reach Final Completion of Project: \_\_\_\_\_

2. Project Name: \_\_\_\_\_

\_\_\_\_\_

Owner: \_\_\_\_\_

Contact Person: \_\_\_\_\_

E-Mail Address of Contact Person: \_\_\_\_\_

Cubic yards of dredging completed: \_\_\_\_\_

No. of Days to Reach Final Completion of Project: \_\_\_\_\_

3. Project Name: \_\_\_\_\_

\_\_\_\_\_

Owner: \_\_\_\_\_

Contact Person: \_\_\_\_\_

E-Mail Address of Contact Person: \_\_\_\_\_

Cubic yards of dredging completed: \_\_\_\_\_

No. of Days to Reach Final Completion of Project: \_\_\_\_\_