

**Bid Set**  
**Invitation to Bid 2024-03**  
**City of Parker**  
**CDBG-DR Sewer Lining and**  
**Rain Pan Installation**



Date of Issue: July 17, 2024

Closing: Tuesday, August 20, 2024, at 2:00 p.m. CST

**ITB 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 Invitation to Bid (ITB) is to select a Florida-Licensed General Contractor or Underground Utility Contractor to provide services to the City of Parker (hereinafter referred to as “CITY” or “OWNER”) for the construction of the **CDBG-DR SEWER LINING AND RAIN PAN INSTALLATION** project as detailed on the Construction Drawings, which is federally funded from by Department of Economic Opportunity (DEO) Community Development Block Grant – Disaster Recovery Program (CDBG-DR). The OWNER seeks BIDs from a Florida-Licensed General Contractor or Underground Utility Contractor that can provide all permits, labor, materials, equipment, tools, transportation, and supplies required for the coordination and sewer rehabilitation work to be performed for the **CDBG-DR SEWER LINING AND RAIN PAN INSTALLATION** 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.

### **ADVERTISEMENT**

The CDBG-DR Sewer Lining And Rain Pan Installation project is advertised in the Panama City News Herald and the Tallahassee Democrat, both federally recognized Metropolitan Statistical Areas in the State of Florida.

### **PRE-BID MEETING**

A VOLUNTARY Pre-bid Meeting will be held at 2:00 p.m. CST, Wednesday, August 7, 2024, at City Hall, 1001 West Park Street, Parker, Florida 32404. In addition, for those that prefer to attend virtually a Microsoft Team’s Meeting will be scheduled. Please contact Mandy O’Regan at [moregan@anchorcei.com](mailto:moregan@anchorcei.com) for virtually meeting details. All bidders who attend the Pre-Bid Meeting will be required to sign the attendance sheet at the meeting. Representatives from the Florida DEO CDBG Program will be available to answer any questions Bidders have regarding Davis-Bacon and Section 3 requirements during construction.

### **SCOPE OF WORK**

This project will consist of cleaning, repairing and installation of cured-in-place lining (CIPP) as well as installation of 144 rain pans and cured-in-place pipe (CIPP) lining of 144 sewer manholes (approximately 1008 vertical feet), bypass pumping, and CIPP lining of 44.10 vertical feet of wetwells in three lift stations (P-10, P-11, and P-15) located within the northwest quadrant of Parker, specifically north of Business Highway 98, east of Martin Lake, south of Cherry Street, and west of U.S. Highway 22A, Parker, Florida.

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This project includes CCTV inspection prior to and following lining activities.

**QUALIFICATIONS**

The CONTRACTOR shall be a Florida-Licensed General Contractor or Underground Utility Contractor who specializes in sewer rehabilitation operations. Subcontractors shall be Florida licensed in their trade. Additional information regarding CONTRACTOR's past performance and from references may be requested and considered to determine the CONTRACTOR's qualifications. BIDS may be deemed nonresponsive if not accompanied by proof of State of Florida General Contractor's or Underground Utility Contractor's Licensing. Funding for the project may be reimbursed by the Florida Department of Economic Opportunity Community Development Grant Program through the U.S. Department of Housing and Urban Development.

**BID DEADLINE/DELIVERY**

This Invitation to Bid has been published for 34 days in order to provide sufficient response time to Bidders.

SEALED BIDS will be received up until **2:00 p.m. (CDT) on Tuesday, August 20, 2024**, for **ITB 2024-03 – CDBG-DR SEWER LINING AND RAIN PAN INSTALLATION**.

Bids will be publicly opened and read aloud at the City Council Meeting on **Tuesday, August 20, 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.

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 of the BID package. 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.

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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, blueprints, or other material associated with the bid may also be obtained from Parker City Hall, located at 1001 West Park Street, Parker, Florida 32404. If your company obtains plans, please e-mail Mandy O'Regan, Project Administrator with Anchor (City's Representative) at [moregan@anchorcei.com](mailto:moregan@anchorcei.com) to be placed on the project's bidder's list. This list will be used to issue addenda.

**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 ITB. Under no circumstances may a BIDDER contact any City Council Member or other City employee concerning this ITB until after the contract has been awarded. Any such contact may result in disqualification. This project is being advertised under an established Cone of Silence. The Cone of Silence is terminated upon a vote of the City Commission to award the project.

**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 **Wednesday, August 7, 2024**.

**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).

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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 ITB. The checklist is provided as a courtesy and may not be all inclusive of items required within this ITB.

1. VALID FLORIDA-REGISTERED MARINE 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. MBE/WBE CERTIFICATION, if applicable.

**LICENSING**

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

**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.

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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, certified check, or other negotiable in the amount of 5% of the proposed Base Bid contract amount, shall accompany each bid prior to bid opening. 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 sewer improvements as defined in the Contract Documents and depicted on the construction drawings. The Work shall 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 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.



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**WITHDRAWAL OF BIDS**

Any BIDDER may withdraw his/her BID, either personally or by written request, at any time prior to the Bid Opening Date as posted in this ITB. A BIDDER may not withdraw his BID for a period of 90 days after the date of Bid Opening and all BIDs shall be subject to acceptance by the OWNER during this period.

**CANCELLATION**

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

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

**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.

In addition, the OWNER has the right to accept a BID, other than the lowest, when considered to be in the best interest of the OWNER. The CONTRACTOR's past performance and references may be evaluated as part of this process.

**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 ITB. A BID may be non-responsive by reasons, including, but not limited to:

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

**BASIS OF AWARD**

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

A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder.

Pursuant to Chapter 287.087 Florida Statutes, in the event two or more proposals are equal with respect to services, preference will be given to Bidders which have implemented Drug-Free Workplace Programs.

Further, per 287.087(11) "If two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise." This will refer to those that show proof of Minority Business Enterprise, Disadvantaged Business Enterprise, or Women-Owned Business Enterprise state and federal status.

In addition, at the sole discretion of the City, payment terms, conditions, and other consequential information may be utilized in resolving apparent tie Proposals.

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**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 **120** calendar days following receipt of the Notice to Proceed and achieve final completion within **30** days thereafter. Should the CONTRACTOR fail to complete the work by the specified date, the OWNER shall deduct from the Contract Sum the amount of \$250.00 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

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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.
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 as well as CDBG-DR Grant requirements. **Refer to the Article 5 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 10 years 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 10 years, 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.

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**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:
  - 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.

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**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.

**ACCESS TO RECORDS (§ 200.337)**

- A. ***Records of non-Federal entities.*** The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
  
- B. ***Extraordinary and rare circumstances.*** Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency.

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Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

- C. ***Expiration of right of access.*** The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.
- D. ***All documents should be retained for a 6-year period.***

**APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a



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wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 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 (a) 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 (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued

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pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- H. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J. 200.323 Procurement of recovered materials: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 4guidelines.47 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines..
- K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment:
  - 1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
    - a. Procure or obtain;
    - b. Extend or renew a contract to procure or obtain; or

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- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - 1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - 2) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - 3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- 3. See Public Law 115-232, section 889 for additional information.
- 4. See also § 200.471. See § 200.322.
- L. § 200.3`22 Domestic preferences for procurements:
  - 1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The

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requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

2. For purposes of this section:
  1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

**SECTION 3 CONTRACT CLAUSE**

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in

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24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

5. The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
6. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**PRICE ADJUSTMENT CLAUSE:**

A contract resulting from this RFP will include the following price adjustment clause: Consumer Price Index (CPI): Contract prices will remain firm through the life of the contract and until the completion of their role the project.

The contractor may request price adjustments, in writing. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U).

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year 2023) average; and the appropriate Annual thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

All price adjustments must be approved by the City prior to the implementation of the adjusted pricing.

Approval shall be in the form of a contract amendment issued by the City. All contract amendments will need to be reviewed by DEO to determine CDBG-DR participation of said amendment.

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No work should begin until a signed amendment is received in the form of a Change Order signed by the Engineer and City.

**BUILD AMERICA, BUY AMERICA ACT (BABA)**

2 CFR 200.322 states:

*As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).*

*The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.*

**ANTICIPATED SCHEDULE**

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

**ITB Advertisement**

Panama City News Herald	Wednesday, July 17, 2024 and Wednesday, July 31, 2024
Tallahassee Democrat	Tuesday, July 23, 2024
<b>Voluntary Pre-Bid Meeting:</b>	Wednesday, August 7, 2024 (2:00 p.m. CST)
<b>Questions Due Date:</b>	Wednesday, August 7, 2024 (5:00 p.m. CST)
<b>Bid Deadline:</b>	Tuesday, August 20, 2024 (2:00 p.m. CST)
<b>Bids Read Out Loud at Council Mtg:</b>	Tuesday, August 20, 2024 (5:30 p.m. CST)
<b>Award Recommendation At Council Meeting:</b>	September 3, 2024
<b>Substantial Completion:</b>	Within 120 days of Notice to Proceed
<b>Final Completion:</b>	Within 30 days after Substantial Completion



# **TECHNICAL SPECIFICATIONS**

**SECTION 01046  
SPECIAL PROVISIONS**

**PART 1 - GENERAL**

**1.01 CONSTRUCTION AREAS**

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

**1.02 SPECIFICATIONS**

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



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

**1.03 WORK PROGRESS**

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

**1.04 PRIVATE LAND**

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

**1.05 WORK LOCATIONS**

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

**1.06 OPEN EXCAVATIONS**

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

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

**1.07 TEST PITS**

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

**1.08 CARE AND PROTECTION OF PROPERTY**

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

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

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

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

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

**1.10 WATER FOR CONSTRUCTION PURPOSES**

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

**1.11 MAINTENANCE OF FLOW**

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

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

**1.12 CLEANUP AND DISPOSAL OF EXCESS MATERIAL**

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

**1.13 MAINTENANCE OF ACCESS**

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

**1.14 MAINTENANCE OF TRAFFIC**

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

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

**1.15 CONNECTION TO WORK BY OTHERS**

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

**1.16 PROTECTION OF CONSTRUCTION AND EQUIPMENT**

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

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

**1.17 WORKING HOURS**

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

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

**1.18 MEETINGS**

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



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

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

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

**END OF SECTION 01046**

**SECTION 01150  
MEASUREMENT AND PAYMENT**

**PART 1 - SCOPE OF WORK**

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

**1.02 GENERAL**

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

**1.03 ESTIMATED QUANTITIES**

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

**1.04 WORK OUTSIDE AUTHORIZED LIMITS**

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

**1.05 MEASUREMENT STANDARDS**

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

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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 included in the scope of the appropriate listed work items.

**1.09 OTHER PROVISIONS**

- A. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work unless indicated otherwise in the individual bid item. .
  - 1. Replacement and/or repair of existing utilities damaged during construction.
  - 2. Maintaining the existing quality of service during construction.
  - 3. Adjusting existing valve boxes, manhole frames and covers and other structures.
  - 4. Appurtenant work as required for a complete and operable system.
- B. Final payment shall not be requested by the CONTRACTOR or made by the OWNER until record drawings have been submitted to the ENGINEER.

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

**PART 3 - EXECUTION**

**3.01 BASE BID**

**A. BID ITEM 1.1 - 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, insurance, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities.
3. Also included as part of this bid item is the cost for project indemnifications, 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 1.2 – BONDS AND INSURANCE**

1. Payment for this bid item shall be made at the lump sum price bid for all bonds 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.

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**C. BID ITEM 1.3 - MAINTENANCE OF TRAFFIC**

1. Payment for all work included under this bid item will be made at the lump sum price bid for maintenance of traffic in accordance with the FDOT Standards.
2. Payment shall include all maintenance of traffic necessary for construction of the improvements indicated in plans.
3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.
4. Measurement for the work included under this bid item shall be lump sum.

**D. BID ITEM 1.4 - PROJECT MANAGEMENT, OVERHEAD & PROFIT**

1. Payment for all work included under this bid item will be made at the lump sum price bid for the Contractor's fees for Project Management, Overhead, and Profit.
2. Payment shall include all costs and fees associated with direct and indirect overhead costs. Direct overhead costs such as temporary office rentals, equipment rental, port-a-potties, dumpsters, utilities, fencing, water supplies, etc. Indirect overhead costs include office rental, phones, insurance, utility bills, office supplies, vehicles expenses such as mileage and gas receipts, printing, professional fees, legal fees, etc.
3. Payment shall include management of the project during the entire duration of the project. This includes meetings and site visits with OWNER and ENGINEER and other agencies.
4. Payment shall include the anticipated profit that the CONTRACTOR will make in relation to the work proposed.
5. Measurement for the work included under this bid item shall be lump sum.

**E. BID ITEM 2.0 – SEWER VIDEO AND REHABILITATION  
(BID ITEM 2.1 THROUGH BID ITEM 2.5)**

1. Payment for this Bid Item will be made at the unit bid price and shall include all labor, materials, materials testing and equipment to provide pre- and post CCTV inspection and cured-in-place lining of approximately 1,008 vertical feet for 144 city-sewer manholes and approximately 44.1 vertical feet within wetwells of three lift stations (P-10, P-11, and P-15) as shown on the Contract Drawings.

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2. Payment for this Bid Item will also be made at the unit bid price for CCTV inspection of manholes and wetwells prior to and following lining activities and shall include all labor, materials, materials testing and equipment to CCTV inspect 1,052 vertical feet of manholes and wetwells as shown on the Contract Drawings. No additional payment will be made for video needed to correct or reinspect work due to faulty workmanship, delays in the work or other factors within the Contractor's control.
3. Payment for this Bid Item will also be made at the unit bid price and shall include all labor, materials, and equipment to install 144 rain pans on selected manholes as shown on the Contract Drawings.
4. These Bid Items include all necessary incidentals and appurtenances that are needed for CCTV pre- and post-inspection of the manholes and wetwells, lining sewer manholes and wetwells, bypass pumping of the wetwells, as well as installing rain pans as indicated on the Contract Drawings.
5. Measurement for the work included in lining manholes shall be per vertical feet of manhole lined per the Contract Drawings. In addition, measurement for the work included in lining the wetwells will be vertical feet of wetwell. Lastly, measurement for work included in installing rain pans shall be per rain pan installed.
6. Per each pay application submitted by the CONTRACTOR to the OWNER, a summary report should be submitted to the OWNER including which manholes were lined and the vertical feet of those manholes and should also note if the manhole received a rain pan. In addition, the summary report should include lift stations that are lined in which CONTRACTOR is requesting payment for. This report should match what is being requested per the pay application.

**END OF SECTION 01150**

**SECTION 01300  
SUBMITTALS**

**PART 1 - GENERAL**

**1.01 REQUIREMENTS INCLUDED**

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

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**1.02 SHOP DRAWINGS**

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

**1.03 PRODUCT DATA**

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



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

**1.04 WORKING DRAWINGS**

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

**1.05 SAMPLES**

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

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

**1.06 SUBMITTAL REQUIREMENTS**

- A. The CONTRACTOR shall review, approve, and submit, with reasonable promptness and in such sequence as shown on the Shop Drawing Submittal Schedule so as to cause no delay in the Contract Work or in the

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Work of the OWNER or any separate contractor, all shop drawings, product data, working drawings and samples required by the Contract Documents.

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

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materials, dimensions, catalog numbers, and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all contractor requirements.

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

**D 03300-008.2:**

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

- G. The CONTRACTOR shall submit a copy of each submittal transmittal sheet (for shop drawings, product data, working drawings and samples) to the Project Representative simultaneously with the CONTRACTOR's submission of said drawings, data, samples or manual packages to the ENGINEER.
- H. All items specified are not necessarily intended to be a Manufacturer's standard product.
1. Variations from specified items will be considered on an "or equal" basis.
  2. If submittals show variations from Contract requirements because of standard shop practice or for other reasons, the CONTRACTOR

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shall describe such variations in the letter of transmittal and on the shop drawings along with notification of intent to seek contract adjustment.

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

**1.07 CONTRACTOR'S RESPONSIBILITY**

- A. It is the duty of the CONTRACTOR to check, and coordinate with the work of all trades, all drawings, data, schedules and samples before submitting them to the ENGINEER for review.
- B. Each and every copy of any drawing or data sheet larger than 11-inch by 17-inch shall bear CONTRACTOR's stamp showing that they have been so checked and approved.

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- C. Drawings or data sheets 11-inch by 17-inch and smaller shall be bound together in an orderly fashion and bear the CONTRACTOR's stamp on the cover sheet.
- D. The cover sheet shall fully describe the packaged data and include a list of all sheet numbers within the package.
- E. Shop drawings submitted to the ENGINEER without the CONTRACTOR's stamp will be returned to the CONTRACTOR, without review at the ENGINEER's option, for conformance with this requirement.
- F. The CONTRACTOR shall review shop drawings, product data, and Samples prior to submission to determine and verify the following:
  - 1. Field measurements.
  - 2. Field construction criteria.
  - 3. Manufacturer's catalog numbers and similar data.
  - 4. Conformance with Specifications.
- G. Shop drawings shall indicate any deviations in the submittal from the requirements of the Contract Documents.
- H. Shop Drawing Schedule:
  - 1. At a time decided upon at the preconstruction meeting, the CONTRACTOR shall furnish to the Project Representative and ENGINEER, a Shop Drawing Schedule fixing the respective dates for the initial submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment.
  - 2. This schedule shall be provided as a separate entity and indicate those submittals that are critical to the progress schedule.
- I. The CONTRACTOR shall prepare and sufficiently transmit each submittal in advance of performing the related work or other applicable activities, or within the time specified in the individual Work sections of the Specifications, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery, and similar sequenced activities. No extension of time will be authorized because of the CONTRACTOR's failure to transmit complete and acceptable submittals sufficiently in advance of the Work.

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- J. The CONTRACTOR shall not begin any Work affected by a submittal returned not approved.
  - 1. Before starting this Work, all revisions must be corrected by the CONTRACTOR.
  - 2. After resubmittal they will be reviewed and returned by the ENGINEER.
  - 3. If approved or approved as noted, then the CONTRACTOR may begin this Work.
  - 4. Any corrections made to the shop drawings are to be followed without exception.
  
- K. The CONTRACTOR shall submit to the ENGINEER all shop drawings and data sufficiently in advance of construction requirements to provide no less than 21 calendar days for review from the time the ENGINEER receives them. No less than 30 calendar days will be required for major equipment that requires review by more than one engineering discipline.
  
- L. The CONTRACTOR shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of Work prior to the review and approval by ENGINEER of the necessary shop drawings.
  
- M. All shop drawings, product data, working drawings and samples submitted by subcontractors for approval shall be sent directly to the CONTRACTOR for checking. The CONTRACTOR shall be responsible for their submission according to the approved shop drawing schedule so as to prevent delays in delivery of materials and project completion.
  
- N. The CONTRACTOR shall check all subcontractor's shop drawings, product data, working drawings and samples regarding measurements, size of members, materials, and details to satisfy himself that they are in conformance to the Contract Documents. Shop drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors for correction before submission to the ENGINEER.
  
- O. Requests for Information (RFI) shall be submitted on a standard form through the Project Representative. RFIs shall indicate their importance to the timely completion of the project. RFIs will be processed as a shop drawing unless there is an urgent need for immediate response.

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

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



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notations and comments is required by the CONTRACTOR. The CONTRACTOR may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product. This confirmation is to address the omissions and/or nonconforming items that were noted. Only the items to be “confirmed” need to be resubmitted.

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

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

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

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

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

E. Resubmittals:

1. Resubmittals will be handled in the same manner as first submittals.
2. On resubmittals the CONTRACTOR shall direct specific attention, in writing on the letter of transmittal and on resubmitted shop drawings by use of revision triangles or other similar methods, to revisions

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

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

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

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

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

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**P.E. CERTIFICATION FORM**

The undersigned hereby certifies that he/she is a Professional Engineer registered in the State of Florida and that he/she has been employed by (Name of Contractor) \_\_\_\_\_ to design \_\_\_\_\_ in accordance with Specification Section \_\_\_\_\_.

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

**END OF SECTION 01300**

**SECTION 01705  
PROJECT CLOSEOUT**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

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

**1.02 DESCRIPTION OF REQUIREMENTS**

- A. Definitions:

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

**1.03 PREREQUISITES FOR SUBSTANTIAL COMPLETION**

- A. General:

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

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

**B. Inspection Procedures:**

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

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

**1.04 PREREQUISITES FOR FINAL ACCEPTANCE**

A. General:

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

B. Reinspection Procedure:

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

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**1.05 RECORD DOCUMENT SUBMITTALS**

A. General:

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

B. Record Drawings:

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

C. Record Specifications:

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

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3. Note related Record Drawing information and product data, where applicable.
4. Submit completed mark-up to ENGINEER for OWNER's records upon project completion.

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

**PART 3 - EXECUTION**

**3.01 CLOSEOUT PROCEDURES**

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

**3.02 FINAL CLEANING**

- A. General:
  1. Special cleaning for specific units of work is specified in other sections. The following are examples, but not by way of limitation, of cleaning levels required:
  2. Wipe surfaces of mechanical and electrical equipment clean and remove excess lubrication and other substances.
  3. Clean project site (yard and grounds), including landscape



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development areas, of litter and foreign substances.

4. Sweep paved areas to a broom-clean condition; remove stains, Petro-chemical spills and other foreign deposits.
5. Rake grounds which are neither planted nor paved, to a smooth, even- textured surface.

**B. Compliances:**

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

**END OF SECTION 01705**

**SECTION 02299**  
**EXISTING SEWER STRUCTURE REHABILITATION**

**1.01 DESCRIPTION**

- A. The work described within details a complete program for wastewater structure lining and rehabilitation. This specification details the methods, procedures, materials and equipment required to successfully complete manhole and wetwell rehabilitation.
- B. By-Pass Pumping will be the responsibility of the CONTRACTOR. The table below provides the maximum estimated peak flow for each lift station basin.

<b>Pump Station No.</b>	<b>Existing Peak Flow (gpm)</b>	<b>Maximum Estimated Peak Flow (gpm)</b>
P10	189	15
P11	149	76
P15	120	33

**1.02 QUALITY ASSURANCE**

- A. Qualification and Performance Responsibility of Applicator:
  - 1. The Applicator shall apply the system and be responsible for the complete performance of the system, including materials, application, and quality control.
  - 2. Applicator shall provide documentation that Applicator is an approved installer and licensed by the liner manufacturer and specialized equipment supplier.
- B. Manufacturer Certification:
  - 1. Personnel Involved in Installation of Manhole and Wetwell Rehabilitation Materials:
    - a. Certified by manufacturer successfully completed training in handling, applying and finishing materials used.
  - 2. Applicator shall initiate and enforce quality control procedures consistent with applicable ASTM and NASCE standards.

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3. Applicator shall use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts. These workmen shall be completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
4. Applicator shall use approved specialty equipment adequate in size, capacity and number sufficient to accomplish the work of this Section in a timely manner.
5. The manufacturer of the total lining system for wastewater structures shall be a company that specializes in the design and manufacture of corrosion protection materials / systems for wastewater structures.
6. The applicator (company performing the installation) shall be completely trained in leak repair, surface preparation and application of the lining system.
7. The materials/products shall be suitable for installation in a wastewater environment without any deterioration of the liner.
8. The applicator shall be trained and provide a letter of certification from the manufacturer for the handling, mixing, application, and inspection of the liner system as described herein.
9. To ensure total unit responsibility, all materials and installation thereof shall be furnished and coordinated by manufacturer/certified applicator.

C. Product:

1. Product shall be manufactured at a facility that is certified as meeting ISO-9002 quality management standards.
2. Product has been successfully used over period of at least 2 years, minimum of 1,000 vertical feet of manhole and/or wetwell rehabilitation or 100 manholes and/or wetwells.

**1.03 REFERENCE STANDARDS**

A. American Society for Testing and Materials (ASTM):

1. C78, Standard Test Method for Flexural Strength of Concrete
2. C109, Standard Test Method for Compressive Strength of Hydraulic Cement Mortars
3. C157, Standard Test Method for Length Change of Hardened

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Hydraulic-Cement Mortar and Concrete

4. C307, Standard Test Method for Tensile Strength of Chemical-Resistant Mortar, Grouts, and Monolithic Surfacing
5. C580, Standard Test Method for Flexural Strength and Modulus of Elasticity of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes
6. C596, Standard Test Method for Drying Shrinkage of Mortar Containing Hydraulic Cement
7. C882, Standard Test Method for Bond Strength of Epoxy-Resin Systems Used with Concrete By Slant Shear
8. D412, Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers—Tension and Elongation (%)
9. D522, Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings
10. D624, Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers
11. D638, Standard Test Method for Tensile Properties of Plastics
12. D792, Standard Test Methods for Density and Specific Gravity (Relative Density) of Plastics by Displacement
13. D2240, Standard Test Method for Rubber Property—Durometer Hardnes
14. D4060, Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser
15. D4787, Standard Practice for Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates
16. D4833, Standard Test Method for Index Puncture Resistance of Geomembranes and Related Products
17. D7234, Standard Test Method for Pull-Off Adhesion Strength of Coatings on Concrete Using Portable Pull-Off Adhesion Testers
18. F2414, Standard Practice for Sealing Sewer Manholes Using Chemical Grouting

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**1.04 SUBMITTALS**

A. All submittals shall be submitted in accordance with the applicable portions of these specifications.

B. Submit following as detailed in Section 01300:

1. **Working Drawings:**

Drawings must include the following in order to be reviewed:

- a. Design calculations.
- b. Materials selected.
- c. Manufacturer's installation requirements.

2. **Catalog Data:**

Catalog Data must include the following in order to be reviewed:

- a. Manufacturer's clarifications and updates.
  - b. ASTM references.
  - c. Material composition.
  - d. Specifications
  - e. Physical and chemical properties.
3. Safety Data Sheet (SDS) for each product used.
  4. Manufacturer's Certification of Applicator.
  5. Certified Applicator Minimum Qualifications.
  6. Manufacturer's recommended procedures for handling, storing, repairing, and installing materials selected.
  7. Method of construction (as appropriate):
    - a. Access manholes and site locations.
    - b. Work dimensions.
    - c. Existing utilities.
    - d. Size of working area.

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- e. Site access points.
- f. Impacted portions of existing sewer.
- g. Flow diversion plan.
- h. Material and method of repair of leaks or cracks in structure.
- i. Bypass pumping plan: Follow Section 02960

**8. Emergency Plan:**

Detailed procedures to follow in event of health and safety emergency, pump failures, overspray, chemical spills, sewer overflows, service backups, and sewage spillage. ***A copy must be maintained on site for duration of project.***

- a. Address dangers associated with sewer rehabilitation work (i.e., working with large boiler trucks).
- b. Identify health and safety officer (i.e., crew chief):
  - 1) Designated health and safety officer:
    - a) Responsible for providing health and safety oversight of personnel participating on project team.
    - b) Perform and document routine work area inspections, conduct safety meetings, and provide safety orientations for team members.
    - c) Have the following contact information in easily accessible place:
      - (1) Non-emergency number.
      - (2) CONTRACTOR's health and safety representative name and number.
      - (3) Occupational health clinic number(s).
- c. Submit the following miscellaneous documentation:
  - 1) List of critical rehabilitation equipment, including boiler truck equipment, to be inspected on daily basis.
  - 2) Recently completed (previous month) monthly maintenance log.

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- 3) Annual third-party certified inspection for boiler truck(s) to be used on project.
  - 4) Certification of training for boiler truck operator.
  - 5) Noise attenuation.
9. **Epoxy and Cured-In-Place (CIP) Manhole and Wetwell Liner Products:**
- a. Infrared Spectrograph Chemical Fingerprint and Certificate of Analysis for each lot of material:
    - 1) Lot number.
    - 2) Product name.
    - 3) Manufacturer.
    - 4) Brookfield Viscosity.
    - 5) Thix Index.
    - 6) Gel time at cure temperature.
    - 7) Peak temperature for failure.
    - 8) Percent of non-volatile solids.
    - 9) Specific Gravity.
    - 10) Catalyzed Stability time at optimum temperature.
    - 11) Catalyst to resin ratio.
    - 12) Analysis signature.
    - 13) Date tested.
    - 14) Batch ticket for each resin-catalyst-colorant batch made up and impregnated into felt liner material.
  - b. Shipping Manifest:
    - 1) Date shipped.
    - 2) Origination and delivery locations.
    - 3) Shipping method and carrier.

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- 4) Shipping order number.
- 5) Purchase order number.
- 6) Shipped item.
- 7) Stock number.
- 8) Lot number.
- 9) Manufacturer.
- 10) Any shipping, storage, or safety requirements.
- 11) Received by, and date.
- 12) Signature of receiver.

10. **Other Documentation:**

- a. Stock sheets.
- b. Order forms.
- c. Delivery forms.
- d. Invoices
- e. Hazardous Material forms for material used.

C. Submit following specified herein:

1. **Certified Statement from Manufacturer Approved Installer of Their System:**

- a. Include certificates of training from manufacturer for each crewmember involved in installation process.

2. **Documentation of Products and Installers:**

- a. ENGINEER's approval required before installation of rehabilitation materials.
- b. Descriptions of projects completed in past 2 years where proposed rehabilitation material was used.
  - 1) Include vertical feet of manholes and wetwells rehabilitated.



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- 2) Lift Station/Wetwell identification number.
- 3) Work order number.
- 4) Contract number.
- 5) CONTRACTOR's name.
- 6) Operator's contact information.
- 7) Date of readings.

3. **Safety Plan:**

- a. Steam curing of cured-in-place bag liners.

**1.01 DESCRIPTION OF SYSTEM**

- A. Piping shall be installed in the locations as shown on the Drawings.

**PART 2 - PRODUCTS**

**2.01 MATERIALS**

- A. Hydrophilic Polyurethane Resin for Non-Structural Infiltration Control:

1. Ratio:
  - a. Follow manufacturer's instructions.
2. Physical Properties:
  - a. Solids content:
    - 1) 100 percent
  - b. Specific Gravity:
    - 1) 1.14
  - c. Viscosity:
    - 1) 1,000 centipoises water at 75°F.
  - d. Corrosiveness:
    - 1) Non-Corrosive
  - e. Toxicity:

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- 1) Non-Toxic
  - f. Low Temperature Resistance:
    - 1) 32°F.
  3. Approved Manufacturers:
    - a. CCI Spectrum, Inc., Spectra- Grout, or ENGINEER-approved equal.
- B. Wetwell and Manhole Liners:
1. The lining system to be utilized for wastewater structures shall be a multi-layer 'stress skin panel' liner system as described below:
  2. Multi-layered Composite Liner:
    - a. Multi-component stress skin panel liner system consisting of the following components:
      - 1) Moisture barrier: Modified polymer:
        - a) Modified polymer: Sprayable, solvent free, two-component polymeric, moisture/chemical barrier specifically developed for corrosive wastewater environment.
      - 2) Surface layer:
        - a) Polyurethane/polymeric blend foam.
      - 3) Final corrosion barrier:
        - a) Modified polymer.
    - b. Ridged Structure:
      - 1) Low viscosity two-component polyurethane foam, containing flame retardants.
    - c. Total Thickness of Multi-Component Stress Panel Liner:
      - 1) Minimum 500 mils.
    - d. Approved Product:
      - 1) CCI Spectrum, Inc., Spectrashield Liner System, or ENGINEER-approved equal.

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**2.02 DELIVERY, STORAGE AND SHIPPING**

- A. Care shall be taken in shipping, handling and placing to avoid damaging the lining products.
- B. Any lining product damaged in shipment, showing deterioration, or which has been exposed to any other adverse storage condition that may have caused damage, even though no such damage can be seen, shall be marked as rejected and removed at once from the work.
- C. While stored, the lining products shall be adequately packaged and protected.
- D. The lining products shall be stored in a manner as recommended by the manufacturer.

**2.03 INSTALLATION**

- A. The CONTRACTOR shall clean each sewer wetwell or manhole to be surfaced and shall dispose of any resulting material.
- B. The cleaning shall be performed using a high power jet wash at a minimum of 5000 psi water pressure to remove all dust, biological growths, grease, oil, paint or any other surface contaminants or coatings.
- C. The tip of the nozzle shall be a maximum of 4 inches from the wetwell wall during cleaning to ensure that 5,000 psi is being applied to the walls.
- D. Coatings that cannot be removed shall be sanded with coarse sand paper to rough the surface sufficient to obtain and insure adequate bonding of the cementitious lining.
- E. Roots shall be removed by manually cutting the roots from inside the wetwell.
- F. The CONTRACTOR shall conduct a visual inspection of each wetwell after it is cleaned.
- G. All active, hydrostatic infiltration leaks shall be plugged or sealed with an appropriate grout compatible with the cementitious lining.
- H. Injection grouting may be required to seal active leaks including leaks in existing invert channels and benches.
- I. All loose mortar and rubble of existing walls, benches and inverts shall be removed.

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- J. The CONTRACTOR shall prepare the wetwell to receive lining as necessary by reshaping and repairing benches, inverts, and walls where required including smoothing out irregular shaped corbel and chimney sections prior to spray application (Contractor must “profile” the chimney/wall/cone prior to spraying the lining product).
- K. All interior surfaces shall be prepared as recommended by the manufacturer.
- L. Minimum requirements are as listed below.
  - 1. All cracks and other voids must be repaired and filled with suitable non-shrinking cements, sealants or grouts, including all voids between the existing sewer pipes and wetwell walls. All patches shall be smooth and even with the wetwell wall.
  - 2. All voids around existing wetwell rungs/steps shall be filled.
  - 3. All surfaces shall be suitably prepared for the required bonding of the cementitious lining as recommended by the manufacturer.
- M. The CONTRACTOR shall furnish and place lining in each wetwell as shown in the Details.
- N. The installation of the lining shall be in complete accordance with the applicable provisions of ASTM and the manufacturers’ specifications.
- O. Prior to installing the lining, the ENGINEER along with the CONTRACTOR must inspect and approve the surface preparation work.
- P. The CONTRACTOR shall notify the ENGINEER when the wetwells are ready for inspection.
- Q. The CONTRACTOR is responsible for ensuring proper preparation and installation conditions including temperature and moisture regardless of the findings by the ENGINEER during his inspection.
- R. The wetwell lining shall be completed immediately after the inspection, or the wetwell may need to be re-cleaned prior to spraying to remove accumulated debris on the benches and walls.
- S. A complete, watertight seal shall be provided at pipe and wetwell wall connections.
- T. The CONTRACTOR shall submit details of how the watertight connections will be made to the ENGINEER for review and approval.

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**2.04 ACCEPTANCE TESTS**

- A. Field acceptance of the wetwell lining shall be based on the ENGINEER's field inspections and evaluation of the appropriate installation and curing test data.
- B. The lining shall provide a continuous monolithic surfacing with uniform thickness throughout the wetwell interior.
- C. If the thickness of the lining is not uniform or is less than specified, it shall be repaired or replaced at no additional cost to the OWNER.
- D. If the ENGINEER has to enter the wetwells to inspect the work, the CONTRACTOR shall provide forced air ventilation, gas monitors and detectors, harnesses, lights, confined space entry permits, etc. for the ENGINEER or OWNER to enter the wetwell and perform the inspection in complete accordance with OSHA requirements at no additional cost to the OWNER.
- E. Samples:
  - 1. One sample for up to five wetwells and manholes shall be taken of the installed liner each day.
  - 2. Samples shall be taken at equally spaced intervals throughout the day.
  - 3. The frequency of tests may be increased by the ENGINEER and performed by the CONTRACTOR at no additional cost to the OWNER when the required tests show that the installed lining does not meet the specifications.
  - 4. At least six cubes shall be taken for each sample for testing. All cube samples shall be taken in the field from the material being sprayed.
  - 5. The CONTRACTOR shall show the samples to the ENGINEER each day and the ENGINEER shall initial the samples for delivery to the testing laboratory.
  - 6. The CONTRACTOR shall properly take and store the samples and shall deliver the samples to the testing laboratory.
  - 7. The laboratory shall document that they received the initialed samples.
  - 8. The tests shall be performed by an independent testing laboratory.

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9. All costs associated with the tests shall be paid for by the CONTRACTOR.
  10. The test results shall be submitted to the ENGINEER immediately when available, no later than 30 days after the lining is installed, or payment will be withheld.
  11. The samples shall be tested in accordance with the applicable ASTM standards to verify that the installed liner meets the compressive strength requirements specified herein and the lining manufacturer's published data on the product.
  12. Shrinkage and bond strength tests shall be performed on each batch or lot of material shipped to the CONTRACTOR.
- F. Groundwater Infiltration and Repair:
1. There shall be no groundwater infiltration or other leakage (active or previously active) through the wetwell walls, benches, inverters or pipe connections at the wetwells after it has been lined.
  2. If leakage is found, it shall be eliminated with an appropriate cement mortar, grout or sealant as recommended by the manufacturer and approved by the ENGINEER at no additional cost to the OWNER.
  3. Injection grouting may be required to stop leaks around the pipe connections or in the invert channel or benches.
  4. The ENGINEER's decision on how defective lining is repaired shall be final.
  5. If any defective lining is discovered after it has been installed or during the warranty period, it shall be repaired or replaced in a satisfactory manner at no additional cost to the OWNER.

**END OF SECTION 02299**

**SECTION 02956  
CLOSED CIRCUIT TELEVISION INSPECTION (CCTV)  
OF MANHOLES AND WETWELLS**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. Section includes requirements to execute internal closed-circuit television (CCTV) survey to inspect sewer manholes and wetwells.

**1.02 SCOPE OF WORK AND WORK PHASING**

- A. The purpose of this bid is to obtain competitive unit pricing for all labor, components, materials, tools, equipment, and appurtenances necessary to inspect existing sewers via close-circuit television (CCTV).
- B. The work to be completed on each section of sewer will be performed in phases as defined below:
  - 1. Phase 1 - Inspection:
    - a. Manholes and wetwells shall be inspected by means of remote CCTV. If a blockage hampers the inspection of the sewer manhole or wetwells, CONTRACTOR should contact the OWNER and ENGINEER immediately to report the obstruction.
    - b. Contractor should provide in depth information regarding location of obstruction, degree of obstruction, and any other information deemed necessary.
    - c. Manholes to be televised will be located primarily within the paved areas of the rights of way; however, there may be some instances where sections are located within public easements or private property. I
    - d. It is the CONTRACTOR's responsibility to coordinate and gain access to any and all manholes and wetwells and will be responsible for any restoration in accordance with this contract.
    - e. CCTV inspections shall be delivered to the OWNER and ENGINEER in digital format.
      - 1) All PACP header information shall be completed in accordance with PACP guidelines.

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- 2) The documentation of work shall consist of PACP CCTV Reports, PACP database, logs, electronic reports, etc. noting important features encountered during the inspection. The speed of travel shall be slow enough to inspect each pipe joint, tee connection, structural deterioration, infiltration and inflow sources, and deposits, but should not, at any time, be faster than 30 feet per minute, without exception.
  - 3) The camera must be centered in the manhole or wetwells to provide accurate measurements to provide locations of features in the sewer and these footage measurements shall be displayed and documented on the video. All PACP observations shall be identified by audio and on the PACP log. All video must be continuously metered from the manhole or wetwell. The manhole or wetwell should be clean enough to ensure all defects, features, and observations are seen and logged.
2. Phase 2 – Post Lining Inspection:
- a. Final televising of the sewer system is required in order to evaluate the condition of the sewer section after lining has been completed.
  - b. The CONTRACTOR will be compensated at the bid unit price.
  - c. The CONTRACTOR shall consider weather conditions to obtain the best video image of the sewer lines. This shall include delaying video work after major rain events until the system can return to lower dry weather flow.
  - d. The recorded CCTV video shall show the entire circumference of the manhole or wetwell.
  - e. The Contractor shall be responsible for by-pass pumping or coordinating with the OWNER for lift station shut off during this final phase inspection.
  - f. The Contractor shall be responsible for water removal from the surcharge lines (dewatering pipes) during final phase inspection.



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- g. OWNER shall provide water from hydrant meter on street that inspection is being completed.

**1.03 REFERENCES**

- A. All work must conform to the latest edition of the following specifications:
  - 1. NASSCO PACP Standards.
  - 2. Florida Department of Transportation Standards.
  - 3. Florida Department of Environmental Protection Standards.
  - 4. Conformed Drawings and Specifications of the OWNER.

**1.04 SUBMITTALS**

- A. Submit following submittals throughout the duration of the project per Section 01300 – Submittals:
  - 1. Submittals Prior to the Pre-Construction Meeting:
    - a. List of Project Supervisors and Resumes within 7 days prior to the pre-construction meeting.
    - b. Documentation of NASSCO PACP Certification for all CCTV operators, database and software.
    - c. Site Safety Plan:

A complete site safety plan, specific to this project, submitted one week prior to the pre-construction meeting. Work will not begin until an approved site safety plan is in place.
    - d. Sample of television survey log, CCTV data and video from another approved inspection method, and equipment list for approval before commencement of work.
  - 2. Submittals due at the Pre-Construction Meeting:
    - a. Initial Comprehensive Work Schedule to be approved by the OWNER and ENGINEER
    - b. Management Organization:
      - 1) Provide an organization chart depicting the essential organizational elements and senior personnel, technical support, project management, and

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- supervision of the project. Provide resumes of the personnel proposed to provide technical support and project management for this project.
- 2) The personnel designated in the management shall not be changed except without the director permission from the OWNER.
3. Submittals due 1 week prior to cleaning and televising work:
- a. Site specific Site and Safety Plan addenda
  - b. Entry releases, if applicable.
4. Weekly Submittals Due Each Week:
- a. Detailed updates to the work schedule will be provided to the OWNER by 1:00 p.m. on Friday of each week, which will include any modifications to the schedule for the next week's cleaning and televising work.
  - b. Digital data and video/scan submittals, logs, and/or electronic worksheets submitted 7 days prior to any work performed.  
**NOTE:** All field paperwork must be submitted before the CONTRACTOR's invoice in order for the work to be processed for payment.
  - c. Corrections to the punch list items as required by the OWNER and/or the ENGINEER to fulfill the requirements of this specification.
5. Submittals due prior to Final Payment:
- a. Corrections to the punch list items as required by the OWNER and/or ENGINEER to fulfill the requirements of this specification.
  - b. Copies of all video and inspection reports and any other data deemed necessary to close-out this project according to the CDBG-DR guidelines, OWNER and/or ENGINEER. A list of documentation will be provided to the CONTRACTOR at the substantial stage of this project for submittal to the OWNER.

## **PART 2 - SPECIAL PROVISIONS**

### **2.01 OWNER RIGHTS**

- A. The OWNER reserves the right to stop the work when in the OWNER's

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judgement the CONTRACTOR'S work or activities are threatening to the health and safety of the public or endangering the environment or endangering the waters of the State of Florida. Work shall not proceed until a satisfactory resolution has been achieved, according to the OWNER.

- B. No CONTRACTOR or subcontractor shall perform any work not specifically identified in the work schedule unless approved by the OWNER/ENGINEER. Notification of such work shall be received 24 hours prior to the work is to be performed. A list of persons available to be notified will be given at the pre-construction meeting.

## **2.02 EMERGENCY RESPONSE**

- A. The CONTRACTOR shall provide direct contact information to the OWNER. These numbers are intended for the OWNER's use in contacting the evening/weekend/holiday emergency work crew for emergencies resulting from the CONTRACTOR's actions or lack thereof during this project.
- B. This crew shall be responsible for contacting the OWNER within ½ hour after the first verbal/electronic notification.
- C. If the CONTRACTOR's crew has not responded to the site of the emergency with 1 hour of the first contact, verbal/electronic, the OWNER will make all necessary repairs and bill the CONTRACTOR for all work performed. Costs related to the emergency response will be incidental to the Contract and not measured for payment.

## **2.03 WORKING HOURS**

- A. The CONTRACTOR must complete all work such that no homeowner is without sewer service, unless otherwise directed by the OWNER.
- B. Local noise ordinances or agencies having control over roadway closures may control starting or stopping operations. Prior to starting operations, the CONTRACTOR shall confirm those hours with the OWNER for working hour restrictions imposed by the local agencies.
- C. No work will be allowed overnight, or on weekends or holidays without the prior-written approval of the OWNER.

## **2.04 INCLEMENT WEATHER DELAYS**

- A. The OWNER, at its option, may increase or decrease any or all service requirements provided for under this Contract. The OWNER further reserves the right to suspend or stop performance of any or all work of the Contract due to inclement weather conditions.

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**2.05 PRE-CONSTRUCTION MEETING**

- A. Following award of the contract and before starting any work the CONTRACTOR, Job Superintendent/Project Manager, and Crew Leader shall meet with the OWNER/ENGINEER. The CONTRACTOR will be notified of the date, time, and place of the meeting.

**PART 3 - GENERAL PROVISIONS**

**3.01 MAINTENANCE OF TRAFFIC**

- A. The CONTRACTOR shall be responsible for maintaining “local” traffic at all times and for notifying the proper authorities regarding the closing of the roads. The CONTRACTOR will be responsible for obtaining all permits required for maintenance of traffic.
- B. The CONTRACTOR shall not begin work until standard barricades and warning signs are in an acceptable position and the markers and signs conform to the Federal Highway Administration (FHWA) “Manual of Uniform Traffic Control Devices for Streets and Highways” and all applicable state and local requirements. The CONTRACTOR assumes all responsibilities and liabilities regarding strict adherence to applicable sections for the maintenance of traffic and public safety as set forth in the FHWA “Manual of Uniform Traffic Control Devices for Streets and Highways,” and other applicable regulations. All traffic control devices must be in place prior to starting work.
- C. The cost of all traffic control devices shall be paid under the Maintenance of Traffic line item on the bid form and Measurement and Payment section of these specifications.
- D. The CONTRACTOR shall maintain local traffic at all times during all phases of this project in a manner causing the least amount of inconvenience to the abutting property OWNERS.
- E. The portion of the pavement not affected by the work shall be kept clear of all material and equipment.
- F. The CONTRACTOR shall hold harmless the OWNER and all its representation from all suits, actions, of claims of any character brought on account of any injuries or damages sustained by any person or persons or property in the performance of this contract.
- G. If at any time traffic has to be blocked (emergencies only), the CONTRACTOR shall notify the nearest fire, police departments and service departments.

**3.02 EXISTING UTILITIES**

- A. The CONTRACTOR must take the necessary precautions for the protection of any utility encountered on the project or the restoration of any utility damaged during the work.
- B. All maintenance, repair, and replacement of existing utilities shall be in accordance with the rules and regulations of the various utility companies having jurisdiction.
- C. All existing storm sewers, driveway drains, surface drain pipes and other property removed or damaged during construction shall be repaired and reconnected by the CONTRACTOR as directed by the OWNER at no additional cost to the OWNER.

**3.03 REQUEST FOR SUPPLEMENTARY INFORMATION**

- A. It shall be the responsibility of the CONTRACTOR to make timely requests of the ENGINEER for supplemental information, which should be furnished by the ENGINEER under the terms of this contract, and as required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved to avoid delay.
- B. Each request shall be in writing and list the various items and the latest day by which each will be required by the CONTRACTOR. The first list shall be submitted within 2 weeks after contract award and shall be as complete as possible at that time. The CONTRACTOR shall, if required, furnish promptly any assistance and information the ENGINEER may require in responding to these requests of the CONTRACTOR. The CONTRACTOR shall be fully responsible for all delays arising from failure to comply with this section.

**3.04 USE OF PREMISES**

- A. The CONTRACTOR shall not trespass upon or in any way disturb private property without first obtaining written permission from the property OWNER and/or OWNER or Prime CONTRACTOR as appropriate to do so. A copy of such written permission shall be furnished to the OWNER prior to accessing the site.
- B. It shall be the CONTRACTOR 's responsibility to work equipment around poles, trees, or other obstructions and to do so at his own expense.
- C. If the CONTRACTOR finds it necessary to obtain additional working area, it shall be the CONTRACTOR's responsibility for its acquisition.

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- D. The CONTRACTOR shall, at no additional expense, restore such property to the original condition in the sole and unfettered opinion of the system OWNER. The CONTRACTOR must take photographs and/or videos of existing properties prior to disturbance of each property, and make a copy available to the system OWNER.
- E. All items within the street right-of-way or sewer easement shall be removed, or removed and replaced, or restored as directed by the OWNER.
- F. The CONTRACTOR shall ensure all employees have a badge or visible identification during any time that they on the project site or within private property. This identification must be worn so that it is readily recognized and readable to the public.

**PART 4 - PRODUCTS**

**4.01 MATERIALS**

- A. General:
  - 1. Provide equipment to perform inspections of manholes and wetwells including but not limited to portable CCTV equipment, vehicles capable of transporting TV equipment and accessing remote easements, and adequate cleaning equipment.
  - 2. Have digital access and necessary playback equipment readily accessible for review by the OWNER, ENGINEER, and/or INSPECTOR.
  - 3. Certify that backup equipment is available and can be delivered to site within 48 hours.
- B. Software Requirements:
  - 1. Adhere to National Association of Sewer Service Companies (NASSCO) standards as well as adhere to Manhole Assessment Certification Program (MACP)
  - 2. Video should be recorded in MP4 format or approved equal.
- C. Manhole CCTV.
  - 1. Color Video Camera:
    - a. Specifically designed and constructed for this application.
    - b. Capable of capturing both video and high resolution stills.

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- c. High-resolution, pan and tilt or rotating head (manually performed or motor operated) with wide viewing angle lens and either automatic or remote focus and iris control.
- d. Lighting: Suitable for use with digital color inspection cameras and pipe diameters identified in contract.
- e. Operative in 100 percent humidity conditions.

**PART 5 - EXECUTION**

**5.01 GENERAL**

- A. Perform work in three phases as listed.
  - 1. Phase I
    - a. Perform internal CCTV inspection of manholes and wetwells following CCTV preconstruction survey requirements below.
    - b. Submit inspection records and survey information promptly upon completion of work for evaluation.
    - c. If authorized by Engineer, perform other additional work necessary for completion of these tasks.
  - 2. Phase II
    - a. Perform rehabilitation (lining) of manholes and wetwells as indicated. Following Standard Specifications and Contract Documents.
  - 3. Phase III
    - a. Perform internal CCTV inspection of manholes and wetwells following manhole and wetwell lining.
    - b. Submit inspection records and survey information promptly upon completion of work for evaluation.
    - c. If authorized by Engineer, perform other additional work necessary for completion of these tasks.

**5.02 CCTV PRECONSTRUCTION SURVEY**

- A. CCTV Procedure.
  - 1. Manhole/Wetwell:

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- a. Document and perform above ground survey.
    - 1) Record along alignment of interceptor and surface cover.
    - 2) Obtain still photos of exterior of manhole and surrounding area.
  - b. Interior Inspection:
    - 1) Start camera at rim in line with largest diameter outgoing pipe.
    - 2) Rotate camera clockwise until 360 degree panorama is complete.
    - 3) Provide still photos of defects noted, following MACP.
    - 4) Lower camera 2 to 3 vertical feet and repeat procedure outlined above.
    - 5) Repeat previous step until bench invert is reached.
- B. Camera.
- 1. Placement.
    - a. Manhole:
      - 1) Place at center of structure and commence video before entering manhole/wetwell.
      - 2) Start footage counter at structure wall.
  - 2. Operation.
    - a. Record section of sewer in its entirety with no breaks or interruptions.
    - b. Show inside of structure walls, channel, and pipe connection to wall at both incoming and outgoing and lateral connections.
    - c. Move through line at speed no greater than 30 feet per minute stopping for minimum 10 seconds to record lateral connections, mainline connections, defects, and features and points of interest.



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- d. Maintain technical quality, sharp focus, and distortion free picture.
- e. Pan, tilt, and rotate as necessary to best view and evaluate lateral connections, defects, features, and points of interest.
- f. Use power winches, powered rewinds, tractors, or other devices that do not obstruct camera view or interfere with proper documentation of sewer conditions to move camera through sewer.
  - a) Whenever non-remote powered and controlled winches are used set up suitable means of communication between manholes and wetwells.
- g. Use hydraulic jet nozzle if necessary to remove standing water from line.
- h. Eliminate steam in line for duration of inspection.
  - 1) Utilize blower as needed to defog sewer line.
- i. Measurement for location of defects and service laterals:
  - 1) Engineer-approved footage counter or metering device taken at ground level.
  - 2) Measurement meters: Accurate to 0.2 foot over length of section being televised.
  - 3) Use measuring target in front of television as exact measurement reference point.

**C. Defects.**

- 1. If roots, sludge, or sediment material impedes inspection withdraw camera and re- clean mainline by hydraulic jet.
  - a. Upon completion of re-cleaning operation resume internal inspection.
  - b. Furnish media confirmation for heavy cleaning to Engineer.
- 2. If protruding tap impedes inspection trim protruding tap to 1/2 inch.

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3. If obstructions are not passable and cannot be removed by sewer cleaning or reaming, withdraw CCTV equipment and perform inspection from opposite end.
  - a. Cost involved in extracting camera stuck in sewer line: At no additional cost to the Commission.
  - b. When additional obstructions are encountered after re-deployment of equipment, and no means are available for passing obstructions, remand to ENGINEER for resolution.

D. Field Documentation.

1. Submit original records, logs, and electronic inspection data to ENGINEER within 10 working days.
  - a. Provide the following at minimum.
    - 1) Contract Number and Project Name.
    - 2) Basin name
    - 3) Contractor.
    - 4) Operator name.
    - 5) Date and time (begin to end inspections).
    - 6) Weather conditions.
    - 7) Q.A. Reviewer name.
    - 8) DVD number and index.
    - 9) General physical conditions.
    - 10) Footage locations, clock position, and descriptions of defects and estimated leakage rates for visible point sources of infiltration/inflow.
  - b. Manholes and wetwells. In addition to information listed above, include;
    - 1) Manhole records and digital photos: Labeled with manhole number identification
    - 2) Follow MACP

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2. DVD/CD-ROM.
  - a. Once recorded, DVD/CD ROM becomes property of the Commission.
  - b. Use observation terminology during audio narration consistent with PACP, MACP and LACP.
    - 1) Naming convention for lateral connections following WSSC protocol: Referenced to access from mainline (AML) or downstream manhole (AMH). Do not use naming convention for access from cleanout (ACO) or other access point.
  - c. Clearly label each DVD/CD ROM as approved by Engineer.
  - d. Recording of single section of sewer on 2 DVD/CD ROMS: Not acceptable.
  - e. DVDs displaying poor video quality (Includes but not limited to; grease or debris on lens, camera under water, image too dark, washed out, distorted or out of focus, lines improperly cleaned or poor/no audio).
    - 1) Re-televiser manhole/wetwell and resubmit at no cost to Commission.
    - 2) Rejection by ENGINEER of original recording for failure to comply with requirements herein will incur charge based on current hourly fee for additional review time.

**5.03 POST-CONSTRUCTION SURVEY**

- A. Follow procedures as specified for pre-construction survey above, except as specified below.
  1. Manhole CCTV.
    - a. Manhole inspection: Follow MACP standards.
    - b. Begin with above ground exterior survey documentation.
      - 1) Record along alignment of interceptor and surface cover.
      - 2) Obtain still photos of exterior of manhole and surrounding area.

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- c. Interior CCTV inspection.
  - 1) Start camera at manhole rim in line with largest diameter outgoing pipe. Rotate camera clockwise until 360 degree panorama is complete.
    - a) Provide still photos of any defects noted.
  - 2) Lower camera 2 to 3 vertical feet and repeat procedure
  - 3) Repeat until bench invert is reached.
- B. Field Documentation.
  - 1. Follow procedures specified for preconstruction survey above, except lateral also include but not limited to following items;
    - a. Confirm address of each lateral.
    - b. Direction of CCTV.
      - 1) From top of cleanout to mainline connection
      - 2) From mainline to clean out.

**END OF SECTION**

**SECTION 02960  
TEMPORARY BYPASS PUMPING SYSTEMS**

**PART 3 - GENERAL**

**3.01 DESCRIPTION**

- A. Section includes requirements for implementing a temporary pumping system for the purpose of diverting existing sewage flow around work area for duration of the project.

**3.02 QUALITY ASSURANCE**

- A. Follow national standards and as specified herein.
- B. Perform leakage and pressure tests on discharge piping using clean water, before operation. Notify ENGINEER 24 hours prior to testing.
- C. Maintain and inspect temporary pumping system every two hours. Responsible operator: on site when pumps are operating.
- D. Keep and maintain spare parts for pumps and piping on site, as required.
- E. Maintain adequate hoisting equipment and accessories on site for each pump.

**3.03 SUBMITTALS**

- A. Submit following Section 01300.
  - 1. Detailed plan and description of proposed pumping system. Indicate number, size, material, location and method of installation of suction and discharge piping, size of pipeline or conveyance system to be bypassed, staging area for pumps, site access point, and expected flow.
    - a. Size and location of manhole or access points for suction and discharge hose or piping.
    - b. Sections showing suction and discharge pipe depth, embedment, select fill and special backfill, if buried.
    - c. Temporary pipe supports and anchoring required.
    - d. Thrust and restraint block sizes and locations.
    - e. Sewer plugging method and type of plugs.

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- f. Bypass pump sizes, capacity, number of each size to be on site and power requirements.
  - g. Backup pump, power and piping equipment.
  - h. Calculations of static lift, friction losses, and flow velocity. Pump curves showing pump operating range.
  - i. Design plans and computation for access to bypass pumping locations indicated on drawings.
  - j. Calculations for selection of bypass pumping pipe size.
  - k. Method of noise control for each pump and/or generator.
  - l. Method of protecting discharge manholes or structures from erosion and damage.
  - m. Schedule for installation and maintenance of bypass pumping lines.
  - n. Procedures to monitor upstream mains for backup impacts.
  - o. Procedures for setup and breakdown of pumping operations.
  - p. Emergency plan detailing procedures to be followed in event of pump failures, sewer overflows, service backups, and sewage spillage.
    - 1) Maintain copy of emergency plan on site for duration of project.
- B. Certify bypass system will meet requirements of codes, and regulatory agencies having jurisdiction.

**3.04 CONTRACTORS RESPONSIBILITY FOR OVERFLOWS AND SPILLS**

- A. Schedule and perform work in manner that does not cause or contribute to incidence of overflows, releases or spills of sewage from sanitary sewer system or bypass operation.

**3.05 DELIVERY AND STORAGE**

- A. Transport, deliver, handle, and store pipe, fittings, pumps, ancillary equipment and materials to prevent damage and following manufacturer's recommendations.
  - 1. Inspect all material and equipment for proper operation before

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initiating work.

- B. Material found to be defective or damaged due to manufacturer or shipment.
  - 1. When ENGINEER deems repairable:
    - a. Repair as recommended by manufacturer.
  - 2. When ENGINEER deems not repairable:
    - a. Replace as directed by ENGINEER before initiating work.
  - 3. Repair or replacement of defective or damaged material and equipment will be at no cost to Commission.

## **PART 4 - PRODUCTS**

### **4.01 MATERIALS**

- A. Discharge and Suction Pipes: Approved by ENGINEER:
  - 1. Discharge piping:
    - a. Determined according to flow calculations and system operating calculations.
  - 2. Suction piping:
    - a. Determined according to pump size, flow calculations, and manhole depth following manufacturer's specifications and recommendations.
- B. Polyethylene Plastic Pipe:
  - 1. High density solid wall and following ASTM F714 Polyethylene (PE) Plastic Pipe (SDR-DR) based on Outside Diameter, ASTM D1248 and ASTM D3550
  - 2. Homogenous throughout, free of visible cracks, discoloration, pitting, varying wall thickness, holes, foreign material, blisters, or other deleterious faults.
- C. High-Density Polyethylene (HDPE):
  - 1. Homogenous throughout, free of visible cracks, discoloration, pitting, varying wall thickness, holes, foreign material, blisters, or other deleterious faults.

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- a. Defective areas of pipe:
    - 1) Cut out and joint fused as stated herein.
  2. Assembled and joined at site using couplings, flanges or butt-fusion method to provide leak proof joint. Follow manufacturer's instructions and ASTM D 2657.
    - a. Threaded or solvent joints and connections are not permitted.
  3. Fusing:
    - a. By personnel certified as fusion technicians by manufacturer of HDPE pipe and/or fusing equipment.
  4. Butt-fused joint:
    - a. True alignment and uniform roll-back beads resulting from use of proper temperature and pressure.
    - b. Allow adequate cooling time before removal of pressure.
    - c. Watertight and have tensile strength equal to that of pipe.
    - d. Acceptance by ENGINEER before insertion.
  5. Use in streams, storm water culverts and environmentally sensitive areas.
- D. Flexible Hoses and Associated Couplings and Connectors:
1. Abrasion resistant.
  2. Suitable for intended service.
  3. Rated for external and internal loads anticipated, including test pressure.
    - a. External loading design: Incorporate anticipated traffic loadings, including traffic impact loading.
  4. When subject to traffic loading, compose system, such as traffic ramps or covers.
    - a. Install system and maintain H-20 loading requirements while in use or as directed by the ENGINEER.
- E. Valves and Fittings:



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1. Determined according to flow calculations, pump sizes previously determined, and system operating pressures.
- F. Plugs:
1. Selected and installed according to size of line to be plugged, pipe and manhole configurations, and based on specific site.
  2. Additional plugs:
    - a. Available in the event a plug fails. Plugs will be inspected before use for defects which may lead to failure.
- G. Aluminum "irrigation type" piping or glued PVC piping will not be permitted.

#### **4.02 EQUIPMENT**

- A. Pumps:
1. Fully automatic self-priming units that do not require the use of foot-valves or vacuum pumps in priming system.
  2. Electric or diesel powered.
  3. Constructed to allow dry running for long periods of time to accommodate cyclical nature of effluent flows.
- B. Provide:
1. Necessary stop/start controls for each pump.
  2. One standby pump of each size maintained on site.
  3. On-line, isolated from primary system by a valve.
  4. Quiet flow pumps at request of ENGINEER.

#### **4.03 DESIGN REQUIREMENTS**

- A. Bypass pumping systems:
1. Sufficient capacity to pump peak flow to handle the existing system flow.
    - a. By-Pass pumping will be the responsibility of the CONTRACTOR.
    - b. The table below provides the maximum estimated peak flow for each lift station basin.

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<b>Pump Station No.</b>	<b>Existing Capacity (gpm)</b>	<b>Maximum Estimated incoming Peak Flow (gpm)</b>
10	189	15
11	149	76
15	120	33

2. Operate 24 hours per day.
- B. Provide pipeline plugs and pumps of adequate size to handle peak flow, and temporary discharge piping to ensure total flow of main can be safely diverted around section to be repaired.

**PART 5 - EXECUTION**

**5.01 PREPARATION**

- A. Determining location of bypass pipelines.
1. Minimal disturbance to existing utilities.
  2. Obtain approvals for placement within public or private property.
  3. Obtain ENGINEER's approval of location.

**5.02 INSTALLATION AND REMOVAL**

- A. Provisions and requirements must be reviewed by ENGINEER before starting construction.
- B. Remove manhole sections or make connections to existing sewer and construct temporary bypass pumping structures at access location indicated on Drawings and as required to provide adequate suction conduit.
- C. Plugging or blocking of sewage flows shall incorporate a primary and secondary plugging device. When plugging or blocking is no longer needed for performance and acceptance of work, remove in a manner that permits the sewage flow to slowly return to normal without surge, to prevent surcharging or causing other major disturbances downstream.
- D. When working inside manhole or force main, exercise caution. Follow OSHA, Local, State and Federal requirements. Take required measures to protect workforce against sewer gases and/or combustible or oxygen-deficient atmosphere.

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- E. Installation of Bypass Pipelines:
  - 1. Pipeline may be placed along shoulder of roads.
    - a. Do not place in streets or sidewalks without prior written approval.
- F. During bypass pumping operation, protect sewer lines from damage inflicted by equipment.
- G. Upon completion of bypass pumping operations, and after the receipt of written permission from ENGINEER, remove piping, restore property to pre-construction condition and restore pavement.

**END OF SECTION**



# **ATTACHMENT 1**

## **BID FORMS**

**(REQUIRED FOR SUBMITTAL WITH BIDS)**

**BID FORM ITB NO: 2024-03**

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

In compliance with the ADVERTISEMENT FOR BIDS, BIDDER hereby proposes to perform work associated with the **CDBG-DR SEWER LINING AND RAIN PAN INSTALLATION** 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 Firm Fixed Price (Lump Sum) 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>
<b>1</b>	<b>GENERAL CONDITIONS</b>				
1.1	Mobilization/Demobilization (10 %)	1	LS	\$	\$
1.2	Performance and Payment Bonds (5%)	1	LS	\$	\$
1.3	Maintenance of Traffic (4%)	1	LS	\$	\$
1.4	Project Management, Overhead & Profit	1	LS	\$	\$
<b>2</b>	<b>SEWER SYSTEM VIDEO AND REHABILITATION</b>				
2.1	Pre- and Post CCTV of Manhole and Wetwells (144 manholes and 3 Wetwells)	1,052	VF	\$	\$
2.2	Rehabilitation of 4-foot Diameter Sewer Manhole (Lining) (144 manholes)	1,008	VF	\$	\$
2.3	Rehabilitation of 6-foot Diameter Wetwell (Lining) (3 Lift Stations)	44.1	VF	\$	\$
2.4	Temporary Bypass Pumping	1	LS	\$	\$
2.5	Rain Pan Installation	144	EA	\$	\$
<b>BASE BID TOTAL</b>					<b>\$</b>

**Note:** Please refer to the Measurement and Payment section for a list of items to be included in each Bid Item.

**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 \_\_\_\_\_

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

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

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

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

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

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

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

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

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

Call (850) 215-1285 or email Mandy O'Regan, Anchor 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)**


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.

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

\_\_\_\_\_  
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. Enough detail is given in the BID to describe the item being BID, although not written, full manufacturer's specifications are implied. Manufacturer's specifications take precedent over information within this BID if any discrepancy exists.
2. CONTRACTOR shall use FDOT Road and Bridge Specifications, latest edition, for any roadway, driveway, or sidewalk work detailed in the Construction Drawings.
3. Plans, Drawings, Specifications, Special Provisions, and other documents shall be considered a part of the BID Form whether attached or not.
4. 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.
5. 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.
6. 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.

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

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1. For delay claims, provide a critical path schedule showing the delay is due to a controlling item of Work as well as the early start, late start, early finish, late finish, and the critical paths.
  2. A detailed factual statement providing dates, locations, and items of Work affected in each claim.
  3. The date on which actions or conditions resulting in the claim became evident.
  4. All pertinent documents and substance of any material oral communications relating to the claim and the name of the persons making the oral communications.
  5. The written claim shall identify the provisions of the Agreement which support the claim along with a detailed explanation as to why these provisions support the claim.
  6. A detailed breakdown of compensation sought for labor expenses, additional material, and supplies, listing of each piece of equipment and cost, any direct and indirect damages, and all documentation in support thereof.
  7. Equipment rental rates that are based on Blue Book Rental rates.
- i. The OWNER will not compensate the CONTRACTOR for any delays for any reason unless 5 days (excluding Saturdays, Sundays, and holidays) have elapsed from the start of Work stoppage. The first day of any claims shall be on day six of the Work stoppage. This shall apply to each Work stoppage.
- j. The OWNER expects the CONTRACTOR to use forces and equipment on any item of Work that can be completed during the delay. The CONTRACTOR's claim must show the delay is due to the controlling item of Work as shown on the critical path method schedule. After 5 workdays if the OWNER deems the delay claim to be valid, the CONTRACTOR's claim shall only be for labor, equipment and materials that are delayed due to the controlling Work item.
- If the OWNER's Representative ENGINEER determines the CONTRACTOR forces and equipment can be used on other Work items during the delay, no compensation will be given for these forces and equipment.
- k. Unless otherwise stated in the plans or specifications, the term "install" shown in the plans and specifications shall be interpreted by the CONTRACTOR to mean the same as "furnish and install," which means the

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CONTRACTOR shall provide all materials, equipment, and labor to completely install the item shown in the plans or specifications.

8. Material Control:

- a. Only materials conforming to the requirements and intent of the drawings and specifications will be used and all such materials not specifically identified in the plans and specifications will be approved by the ENGINEER or Architect of Record prior to use to perform the Work. Reference in the contract documents to a proprietary device, product, material, or fixture to establish a quality standard is not intended to limit competition. The CONTRACTOR may use any proprietary device, product, material, or fixture that in the ENGINEER OF RECORD's judgment is equal, for the purpose intended.
- b. The CONTRACTOR shall ensure that OWNER personnel have entry at all times to the construction site in order to inspect and evaluate any or all materials used for performing the Work. The OWNER's Designated Representative shall have the right to sample and test any or all materials used in performing the Work. Copies of any tests 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.

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- f. The CONTRACTOR shall furnish all materials and equipment and perform all Work required to install and maintain the drainage systems for handling groundwater and surface water encountered during construction of structures, pipelines, and compacted fills. The CONTRACTOR shall obtain Florida Department of Environmental Protection (FDEP) and Northwest Florida Water Management District (NFWMD) permits for all dewatering operations. During dewatering operations, all engines shall be equipped in a manner to keep pump noise to a minimum. If dewatering is required after 10:00 p.m. near residences and businesses, pump noise shall not create a nuisance to the property OWNERS. The CONTRACTOR is solely responsible for any damages to private or public property caused by CONTRACTOR's dewatering operations. During dewatering operations, the CONTRACTOR shall notify all businesses and residences within a minimum of 300 feet of the dewatering operations to turn off all irrigation pumps. The 300-foot limit is a minimum, and the CONTRACTOR is responsible for any damage to private property, to include, but not limited to loss of plants, burned out pumps, building, pavement, sidewalk, or any other structural settlement, etc. that can be attributed to the dewatering operations. The OWNER will assume no liability nor pay for any claims arising from the CONTRACTOR's dewatering operation.
9. 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.

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- 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.
10. Prosecution and Progress:
- a. The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or subsequent agreements of the contract without written consent of the OWNER.
  - b. The CONTRACTOR shall commence Work on or after the Notice to Proceed date and shall provide sufficient resources to ensure completion of the Work within the time limit set forth. Should the CONTRACTOR fail to provide sufficient resources to assure timely progress and if he fails to perform the Work within the specified time, the OWNER shall have ground to claim default.
  - c. The CONTRACTOR shall schedule his operations to minimize any inconvenience to adjacent businesses or residences. The CONTRACTOR shall take special precautions to restrict his major operations in performing the Work to what is commonly understood to be "normal" or "standard" working hours. Work performed at other periods requires preapproval from the OWNER's Designated Representative.
  - d. The CONTRACTOR shall maintain reasonable access at all times to all businesses and private residences and properties adjacent to the construction area or impacted by the construction.
  - e. The OWNER's Designated Representative shall make provision for and shall schedule a pre-construction conference with the CONTRACTOR and all concerned parties in attendance.
  - f. The CONTRACTOR shall provide a detailed schedule to the OWNER within 5 working days after the date of the preconstruction conference. Adherence to the CONTRACTOR's construction schedule is critical to the residences and businesses impacted by the project. The CONTRACTOR shall give the OWNER 48 hours' notice of schedule changes and shall submit a new and complete changed schedule. The OWNER will not allow any lane closure or paving operations without 48 hours' notice. The CONTRACTOR shall give the City Inspector 48 hours' notice of commencement of all major Work items.



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- 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 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.

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11. 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.
- 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.

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- i. Any partial payments will be subject to withholding by the OWNER's Designated Representative pending any unsatisfied claims brought against the CONTRACTOR for labor or materials.
- j. Any partial payments will be subject to withholding by the OWNER's Designated Representative pending any unsatisfied completion or restoration of any assertion for defective or damaged Work or materials.
- k. In the event of dispute regarding amounts due to the CONTRACTOR, the OWNER reserves the right, at any time prior to final payment on the Contract, to audit, or cause to be audited, the CONTRACTOR's original records pertaining to the Work.
- l. Whenever the Work provided for under the Contract has been completely performed by the CONTRACTOR, and the final inspection and final acceptance has been made, and it is proven to the OWNER's Designated Representative that all claims are satisfied, the final payment, being the difference between the contract amount and summation of all previous payment less any penalties assessed, shall be paid to the CONTRACTOR. Upon final payment the CONTRACTOR shall provide the OWNER's Designated Representative a statement that he has been paid all monies due and that the Work was performed in accordance with the Contract Documents.
- m. The payments of subcontractors, material, men, and suppliers shall comply with Section 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.

## **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.

**Jones Act Coverage**

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



## **ATTACHMENT 3**

# **CONTRACT FORMS**

**PUBLIC CONSTRUCTION BOND**

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

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated \_\_\_\_\_ between Principal and OWNER for **ITB 2024-03 – CITY OF PARKER - CDBG-DR SEWER LINING AND RAIN PAN INSTALLATION**, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the contract; and
3. Pays OWNER all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that OWNER sustains because of a default by Principal under the contract; and,
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void; otherwise, it remains in full force.

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

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

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

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

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

**NOTICE OF AWARD**

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

**PROJECT DESCRIPTION:**

The OWNER has considered the BIDs submitted in response to its advertised **ITB 2024-03 – CITY OF PARKER - CDBG-DR SEWER LINING AND RAIN PAN INSTALLATION.**

All interested parties are hereby notified that the BID submitted by

\_\_\_\_\_ for the **CITY OF PARKER - CDBG-DR SEWER LINING AND RAIN PAN INSTALLATION (ITB 2024-03)** 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: **ITB NO: 2024-03 - CITY OF PARKER**  
**CDBG-DR SEWER LINING AND RAIN PAN INSTALLATION**

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 **120** calendar days. The date of substantial completion of all Work is therefore \_\_\_\_\_, 2024. 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 (*210 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 each of the individual projects from **ITB 2024-03 – CITY OF PARKER - CDBG-DR SEWER LINING AND RAIN PAN INSTALLATION.**

### 1. **SCOPE OF WORK**

The OWNER desires to hire CONTRACTOR to provide all necessary labor, supervision, equipment, and supplies for the performance of the work in connection with the construction of **ITB 2024-03 – CITY OF PARKER - CDBG-DR SEWER LINING AND RAIN PAN INSTALLATION** (“Project”), to be located within Parker, in accordance with the Drawings and Specifications prepared by Anchor CEI, 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 - CDBG-DR SEWER LINING AND RAIN PAN INSTALLATION** project as detailed in the Construction Drawings which will consist of cleaning, repairing and installation of cured-in-place lining (CIPP) as well as installation of 144 rain pans and cured-in-place pipe (CIPP) lining of 144 sewer manholes (approximately 1008 vertical feet) as well as bypass pumping and CIPP lining of 44.1 vertical feet of wetwells in three lift stations (P-10, P-11, and P-15) located within the northwest quadrant of Parker, specifically north of Business Highway 98, east of Martin Lake, south of Cherry Street, and west of U.S. Highway 22A, Parker, Florida. This project includes CCTV inspection prior to and following lining activities.

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**2. CONTRACT DOCUMENTS**

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

**A. ITB 2024-03 – CITY OF PARKER - CDBG-DR SEWER LINING AND RAIN PAN INSTALLATION**, 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) E-Verify Documentation
- 13) Public Construction Bond (Payment and Performance Bond) and related bond documents.
- 14) Contractor's response to the ITB.
- 15) Insurance Requirements.
- 16) Notice of Award.
- 17) Notice to Proceed.
- 18) Agreement.
- 19) Notice of Contest of Claim Against Payment Bond (if required).

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- 20) Waiver of Right to Claim Against the Payment Bond (Progress Payment).
- 21) Waiver of Right to Claim Against the Payment Bond (Final Payment).
- 22) Contract Change Orders.
- 23) 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 Substantial Completion of the Work within **120** calendar days of the required commencement date and reach final completion within **30** days thereafter, 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 \$250.00 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 Contract Drawings and comply with the terms therein for the not to exceed 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 and Certificate for Payment Form** and **AIA G703 – Continuation Sheet (latest edition)** 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.), filled out, signed and notarized by the CONTRACTOR.
- E. CONTRACTOR shall submit pay applications covering 10% of the Work completed with 5% retainage on the first pay application. This will increase to 20% of the Work completed on the second application with 5% retainage held, to 30% of the Work completed with 5% retainage held on the third application and so on. The OWNER will submit each pay application for reimbursement to the Florida Department of Economic Development in increments of 10 percent.
- F. CONTRACTOR’s Application for Payment shall be in such form and contain such detail and backup as the OWNER reasonably may require.
- G. 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.

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- H. Five Percent (5%) retainage shall be held at the discretion of the OWNER; the 5% retainage shall be paid at the completion of the Work. Provided, however, nothing in this Section shall preclude or limit the OWNER's right to withhold payment as otherwise permitted by the terms of the Contract Documents or as permitted by law. Payments of these monthly invoices shall in no way imply approval or acceptance of the Work.
- I. The retainage, at the discretion of the OWNER, may be reduced once 50% of the work is completed by the CONTRACTOR.
- J. 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.
- K. 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.
- L. 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.
- M. 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.
- N. 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.

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- 2) The filing or reasonable evidence indicating the probable filing of third-party claims against the OWNER attributable to the fault or neglect of CONTRACTOR.
  - 3) The CONTRACTOR's failure to make timely and proper payments to all Subcontractors and suppliers.
  - 4) Reasonable evidence that the remaining Work cannot be completed for the unpaid Contract Price balance.
  - 5) Reasonable evidence indicating that the remaining Work cannot be completed within the remaining Contract Time.
  - 6) The CONTRACTOR's failure to satisfactorily prosecute the Work in accordance with the requirements of the Contract Documents.
  - 7) Any other material breach of the requirements of the Contract Documents by CONTRACTOR.
- O. 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.
- P. 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 5 – 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.
- Q. 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 5 – 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.

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- R. 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.
- S. 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.
- T. 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.
- U. 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.
- V. 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 5%. 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

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Subcontractors monthly the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with each individual Project has been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the 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.

- W. 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.
- X. 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.
- Y. 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.



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CONTRACTOR has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the CONTRACTOR.

The direction of the work of CONTRACTOR's employees shall be under the exclusive control of CONTRACTOR. If the OWNER objects to the presence or performance of any employee of CONTRACTOR, CONTRACTOR shall remove such employee from OWNER premises.

**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 ITB

**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

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completion of the Agreement if the CONTRACTOR does not transfer the records to the OWNER.

- D. Upon completion of the Agreement, transfer, at no cost to the OWNER, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the OWNER to perform the service. If the CONTRACTOR transfers all public records to the OWNER upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records.
- 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. ACCESS TO RECORDS (§ 200.337)**

- E. ***Records of non-Federal entities.*** The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

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- F. ***Extraordinary and rare circumstances.*** Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.
- G. ***Expiration of right of access.*** The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

**14. 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."

**15. 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.

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.

**16. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

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- A. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- B. 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 (b)(1) through (5) of this section.

**17. SECTION 3 CONTRACT CLAUSE**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

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- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
  
- D. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
  
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
  
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
  
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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H.

**18. APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as

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supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
  
- 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 (a) 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 (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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- H. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J. 200.323 Procurement of recovered materials: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 4guidelines.47 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines..
- K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment:
1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
    - a. Procure or obtain;
    - b. Extend or renew a contract to procure or obtain; or
    - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part



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of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- 1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - 2) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - 3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
  3. See Public Law 115-232, section 889 for additional information.
  4. See also § 200.471. See § 200.322.
- L. § 200.3`22 Domestic preferences for procurements:
1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

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2. For purposes of this section:
  - a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

**19. EQUAL OPPORTUNITY CLAUSE**

*Government contracts.* Each contracting agency and each contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

**EQUAL OPPORTUNITY FOR VEVRAA PROTECTED VETERANS**

- A. The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as “protected veteran(s)”) in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:
  1. Recruitment, advertising, and job application procedures.
  2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
  3. Rates of pay or any other form of compensation and changes in compensation.
  4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
  5. Leaves of absence, sick leave, or any other leave.
  6. Fringe benefits available by virtue of employment, whether or not administered by the contractor.

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7. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
  8. Activities sponsored by the contractor including social or recreational programs.
  9. Any other term, condition, or privilege of employment.
- B. The contractor agrees to immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.
- C. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- D. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery

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system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The “contractor official” may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.

- E. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.
- F. As used in this clause:
1. All employment openings includes all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
  2. *Executive and senior management* means: (1) Any employee (a) compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the

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employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

3. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- G. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - H. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - I. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans.
  - J. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions).
  - K. With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees.
  - L. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

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- M. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.
- N. The contractor will include the provisions of this clause in every subcontract or purchase order of \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA 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 Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.
- O. The contractor must, 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 their protected veteran status.

**20. BUILD AMERICA, BUY AMERICA ACT (BABA)**

2 CFR 200.322 states:

*As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).*

*The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.*

**21. 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).

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

**B. Illegal Alien Labor:**

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

**C. Termination for Cause:**

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

**22. 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

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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.

**23. 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
- 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.



**24. 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.
- 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.

**25. 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.

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- 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.

**26. 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.

**27. 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.
- 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.

**28. 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.

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

**29. 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.

**30. NOTICES**

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

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

If to the **OWNER**:

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

If to the **CONTRACTOR**:

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

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.

**31. 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.

**32. SUCCESSORS AND ASSIGNS**

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

**33. 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.

**34. 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.

**35. 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.

**36. 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.

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- 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.

**37. 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.

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**38. 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.

**39. 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

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

**(PROGRESS PAYMENT)**

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

**ITB NO: 2024-03**  
**CITY OF PARKER**  
**CDBG-DR SEWER LINING AND RAIN PAN INSTALLATION**  
**(Project Name)**

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

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

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

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

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

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



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

**(FINAL PAYMENT)**

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

**ITB NO: 2024-03**  
**CITY OF PARKER**  
**CDBG-DR SEWER LINING AND RAIN PAN INSTALLATION**  
**(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**

## **HUD 4010 FEDERAL LABOR STANDARDS PROVISIONS**

**A. APPLICABILITY**

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**1. Minimum wages and fringe benefits**

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

**ii. Frequently recurring classifications**

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
  1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
  2. The classification is used in the area by the construction industry; and
  3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

**iii. Conformance**

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  2. The classification is used in the area by the construction industry; and
  3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**iv. Fringe benefits not expressed as an hourly rate**

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

**v. Unfunded plans**

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding

### i. Withholding requirements

The U. S. Department of Housing and Urban Development 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 satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). 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 Davis-Bacon labor standards requirements 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. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. 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;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

## 3. Records and certified payrolls

### i. Basic record requirements

- A. **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- B. **Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

**D. Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

**ii. Certified payroll requirements**

**A. Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

**B. Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

**C. Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
  - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
  - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
  - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
  - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
  - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
  - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### 4. **Apprentices and equal employment opportunity**

##### i. **Apprentices**

- A. **Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. **Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. **Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. **Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii **Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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



**6 Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. 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 may be subject to debarment, as appropriate.

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

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

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

**10. Certification of eligibility.**

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

**11 Anti-retaliation** 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:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. 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 the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

**B. Contract Work Hours and Safety Standards Act (CWHSSA)**

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

- 1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
- 3. Withholding for unpaid wages and liquidated damages**
  - i. Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance 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 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 29 CFR 5.5(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 29 CFR 5.2). 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.
  - ii Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
    - A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
    - B.** A contracting agency for its procurement costs;
    - C.** 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;
    - D.** A contractor’s assignee(s);
    - E.** A contractor’s successor(s); or
    - F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- 4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(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** 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:
- i. 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 29 CFR part 5;
  - ii. 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 29 CFR part 5;
  - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
  - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

## **F. HEALTH AND SAFETY**

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



## **APPENDIX B**

# **DAVIS BACON WAGE POSTER**

# WORKER RIGHTS

## UNDER THE DAVIS-BACON ACT

### FOR LABORERS AND MECHANICS WORKING ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The law requires employers to display this poster where employees can readily see it.

#### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

#### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

#### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

#### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

#### RETALIATION

The law prohibits discharging or otherwise retaliating against workers for filing a complaint, cooperating in an investigation, or testifying in a proceeding under the Davis-Bacon and Related Acts.

#### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)





# **APPENDIX C**

# **EEOC POSTER**



# Know Your Rights: Workplace Discrimination is Illegal

The U.S. Equal Employment Opportunity Commission (EEOC) enforces Federal laws that protect you from discrimination in employment. If you believe you've been discriminated against at work or in applying for a job, the EEOC may be able to help.

## Who is Protected?

- Employees (current and former), including managers and temporary employees
- Job applicants
- Union members and applicants for membership in a union

## What Types of Employment Discrimination are Illegal?

Under the EEOC's laws, an employer may not discriminate against you, regardless of your immigration status, on the bases of:

- Race
- Color
- Religion
- National origin
- Sex (including pregnancy, childbirth, and related medical conditions, sexual orientation, or gender identity)
- Age (40 and older)
- Disability
- Genetic information (including employer requests for, or purchase, use, or disclosure of genetic tests, genetic services, or family medical history)
- Retaliation for filing a charge, reasonably opposing discrimination, or participating in a discrimination lawsuit, investigation, or proceeding
- Interference, coercion, or threats related to exercising rights regarding disability discrimination or pregnancy accommodation

## What Organizations are Covered?

- Most private employers
- State and local governments (as employers)
- Educational institutions (as employers)
- Unions
- Staffing agencies

## What Employment Practices can be Challenged as Discriminatory?

All aspects of employment, including:

- Discharge, firing, or lay-off
- Harassment (including unwelcome verbal or physical conduct)
- Hiring or promotion
- Assignment
- Pay (unequal wages or compensation)
- Failure to provide reasonable accommodation for a disability; pregnancy, childbirth, or related medical condition; or a sincerely-held religious belief, observance or practice
- Benefits
- Job training
- Classification
- Referral
- Obtaining or disclosing genetic information of employees
- Requesting or disclosing medical information of employees
- Conduct that might reasonably discourage someone from opposing discrimination, filing a charge, or participating in an investigation or proceeding
- Conduct that coerces, intimidates, threatens, or interferes with someone exercising their rights, or someone assisting or encouraging someone else to exercise rights, regarding disability discrimination (including accommodation) or pregnancy accommodation

## What can You Do if You Believe Discrimination has Occurred?

Contact the EEOC promptly if you suspect discrimination. Do not delay, because there are strict time limits for filing a charge of discrimination (180 or 300 days, depending on where you live/work). You can reach the EEOC in any of the following ways:

**Submit** an inquiry through the EEOC's public portal:  
<https://publicportal.eeoc.gov/Portal/Login.aspx>

**Call** 1-800-669-4000 (toll free)  
1-800-669-6820 (TTY)  
1-844-234-5122 (ASL video phone)

**Visit** an EEOC field office (information at [www.eeoc.gov/field-office](http://www.eeoc.gov/field-office))

**E-Mail** [info@eeoc.gov](mailto:info@eeoc.gov)

Additional information about the EEOC, including information about filing a charge of discrimination, is available at [www.eeoc.gov](http://www.eeoc.gov).





## EMPLOYERS HOLDING FEDERAL CONTRACTS OR SUBCONTRACTS

The Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) enforces the nondiscrimination and affirmative action commitments of companies doing business with the Federal Government. If you are applying for a job with, or are an employee of, a company with a Federal contract or subcontract, you are protected under Federal law from discrimination on the following bases:

### Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, National Origin

Executive Order 11246, as amended, prohibits employment discrimination by Federal contractors based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### Asking About, Disclosing, or Discussing Pay

Executive Order 11246, as amended, protects applicants and employees of Federal contractors from discrimination based on inquiring about, disclosing, or discussing their compensation or the compensation of other applicants or employees.

### Disability

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals with disabilities from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment by Federal contractors. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship to the employer. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### Protected Veteran Status

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits employment discrimination against, and requires affirmative action to recruit, employ, and advance in employment, disabled veterans, recently separated veterans (i.e., within three years of discharge or release from active duty), active duty wartime or campaign badge veterans, or Armed Forces service medal veterans.

### Retaliation

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination by Federal contractors under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under OFCCP's authorities should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP)  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210  
1-800-397-6251 (toll-free)

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services. OFCCP may also be contacted by submitting a question online to OFCCP's Help Desk at <https://ofccphelpdesk.dol.gov/s/>, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor and on OFCCP's "Contact Us" webpage at <https://www.dol.gov/agencies/ofccp/contact>.

## PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

### Race, Color, National Origin, Sex

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

### Individuals with Disabilities

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.



## **APPENDIX D**

# **2024 BAY COUNTY WAGE DETERMINATIONS**

"General Decision Number: FL20240105 04/26/2024

Superseded General Decision Number: FL20230105

State: Florida

Construction Type: Heavy

County: Bay County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

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

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

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

conformance request.

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

Modification Number	Publication Date
0	01/05/2024
1	04/26/2024

\* ENGI0653-012 10/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Cranes 100 Tons & Over (Conventional & Hydraulic) & Tower Cranes.....	\$ 31.25	14.55
Cranes Under 100 Tons.....	\$ 30.25	14.55
Oiler.....	\$ 28.95	14.55

Cranes with 350 feet or more boom and/or 400 ton capacity - additional \$1.10 per hour.

Cranes with 500 feet boom and/or 600 ton capacity - additional \$1.45 per hour.

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IRON0798-008 07/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 29.00	17.52

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PAIN0164-006 06/01/2021

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

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\* SUFL2009-144 06/24/2009

	Rates	Fringes
CARPENTER.....	\$ 15.36 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.77 **	3.50
ELECTRICIAN.....	\$ 17.25	3.02
LABORER: Common or General.....	\$ 9.13 **	1.02

LABORER: Landscape.....	\$ 7.25 **	0.00
LABORER: Pipelayer.....	\$ 11.51 **	2.94
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63 **	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59 **	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10 **	2.44
OPERATOR: Backhoe/Excavator.....	\$ 13.11 **	1.51
OPERATOR: Bulldozer.....	\$ 15.00 **	4.98
OPERATOR: Grader/Blade.....	\$ 16.00 **	2.84
OPERATOR: Loader.....	\$ 13.89 **	2.07
OPERATOR: Mechanic.....	\$ 14.32 **	0.00
OPERATOR: Roller.....	\$ 10.76 **	0.00
OPERATOR: Scraper.....	\$ 11.00 **	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54 **	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 8.52 **	0.25
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73 **	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21 **	1.97

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

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 \*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

#### State Adopted Rate Identifiers

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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



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

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END OF GENERAL DECISION

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