



UNOFFICIAL BIDDERS LIST
INVITATION TO BID 2024-03
CITY OF PARKER
CDBG-DR SEWER LINING AND
RAIN PAN INSTALLATION

**ADDENDUM NO. 2
NOTICE TO BIDDERS**

Issued September 3, 2024

The Bid Due Date has been extended to Tuesday, September 17, 2024 up until 2:00 p.m. (CDT).

City Clarifications:

Time extensions to accommodate the Contractor's work load related to other projects will not be granted. It is expected that once on site, the Contractor will work diligently to complete this project in a timely manner.

1. The Contractor must be onsite and increasing the project's overall percent complete within 3 weeks of contract Notice to Proceed or the City has the option to terminate the contract. Refer to Instructions to Bidders and the Agreement for modifications.
2. The Contractor must be on site daily. If Contractor fails to perform work for 4 consecutive business days (excluding weather related delays), the City has the option to terminate the Contract. Refer to Instructions to Bidders and the Agreement for modifications.

Additional Clarifications:

3. The following liner Manufacturers have been pre-approved. The successful Contractor may submit additional alternates during the submittal review phase for consideration.
 - a. Spectrashield
 - b. Nukote
4. The condition of the manholes and wet wells should be assumed to have moderate damage or wear with some infiltration and moderate grout damage.

The following questions were received from potential bidders prior to Questions Due Date of August 7, 2024 and are being addressed below:

5. Will the City of Parker consider Raven 405 as a liner substitution and Avanti AV-202-LV as a grout substitution?





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City's Response to Request for Information Question No. 5

See Statement 3 above.

6. Would you consider Quadex Structure Guard an approved Epoxy coating per section 02299 Part 2.01.A.3? Quadex Structure Guard is a 100% solids high-build epoxy, that can be spray-applied up to 250 mils thickness. Structure Guards formulation that we have designed eliminates the need for a primer which makes applications less labor-intensive. This is a single component lining system that provides structural enhancement and long-term corrosion protection. Specs attached.

City's Response to Request for Information Question No. 6

See Statement 3 above.

7. Would you consider Quadex GeoKrete Geopolymer Lining System as an alternative manhole, wet well and lift station rehabilitation solution per Section 02299 Part 2.01.A.3? GeoKrete is an advanced geopolymer mortar (essentially a synthetic stone) that has an exceptional corrosion and abrasion resistance properties and can be used in the structural replacement/rehabilitation of manholes, structures, pipes, culverts, tunnels and other common, storm, sewer, and raw water infrastructure. This product is a fully structural and highly corrosion-resistant liner that creates an impervious barrier completely sealing out infiltration while also bonding/forming a shear interface with the host structure. Specs attached.

City's Response to Request for Information Question No. 7

See Statement 3 above.

8. Nukote products meet or exceed the product specified and we would appreciate your approval for them as an equivalent.

City's Response to Request for Information Question No. 8

See Statement 3 above.

9. We were looking to see what type of multicomponent lining system can be used on this project. When we look at Page 9 on the maps, it just shows manufacturers recommendation.

City's Response to Request for Information Question No. 9

See Statement 3 above. In addition, per Specification Section 02299 – Existing Sewer Structure Rehabilitation, Spectrashield, or approved equal.



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10. What is the Engineer's Estimate/budget?

City's Response to Request for Information Question No. 10

Approximately \$620,000.00

11. Is there an approved budget or engineer's estimate for the following project?

City's Response to Request for Information Question No. 11

Please see our response to No. 10 above.

12. HK would like to offer the attached manhole lining product submittal for consideration on your upcoming Parker, Florida. CBDG-DR Manhole Lining and Rain Pan Installation Project.

City's Response to Request for Information Question No. 12

See Statement 3 above.

13. Please consider Sherwin Williams Dura-Plate 6100 as an approved epoxy and Avanti AV-202-LV as an approved Grout.

City's Response to Request for Information Question No. 13

See Statement 3 above.

14. Can the owner more clearly specify the manhole inspection (Pre/Post) criteria?

City's Response to Request for Information Question No. 14

See specification Section 02956.

15. Can the owner confirm if each of the lift stations that are scheduled to be rehabbed have bypass connections to discharge into the existing piping?

City's Response to Request for Information Question No. 15

Yes, all lift stations have bypass connections.

16. Will the owner provide debris disposal for material removed from the manholes being rehabbed.

City's Response to Request for Information Question No. 16

A Line Item for debris/material disposal line item has been added to the Bid Form and included in the Measurement & Payment section.

17. Can the owner confirm any existing coatings needing to be removed?

City's Response to Request for Information Question No. 17

No existing coatings are in manholes that are to be improved as part of this project.



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18. Normally projects of this scope do not require a marine contractor's license, will a Certified Underground Utility License suffice?

City's Response to Request for Information Question No. 18

This was a typo which has been corrected. Please refer to the revised Instructions to Bidders.

19. Specification 02299: Much of the Spec is written as if for a CIPP project. This is a manhole and wetwell rehabilitation project. As discussed in the pre-bid please confirm that only things applicable to manhole/wetwell rehab apply. Specifically, but not limited to: Submittals, Acceptance Tests and Samples

City's Response to Request for Information Question No. 19

Specification Section 02299 – Existing Sewer Structure Rehabilitation has been revised. See attachments below.

20. Specification 02956: Again, much of this specification is written as if for a CIPP project referring to PACP. PACP is NASSCO's Pipeline Assessment Certification Program. Please confirm if the Item No. 2.1 on the Bid Form is to be conducted with NASSCO MACP protocol, and if Level 1 or Level 2.

City's Response to Request for Information Question No. 20

This specification is for the video inspection of both manholes and wetwells. Either CCTV or MACP Level 1 methods for manhole inspection are acceptable.

21. Bid Item No. 2.1: Is pre and post reporting necessary. Typically for MACP it is "pre" reporting and to be done by manhole inspection camera NOT CCTV. Reporting will be done on NASSCO MACP forms and delivered electronically or by thumb drive.

City's Response to Request for Information Question No. 21

Pre- and Post-documentation will be required. Either CCTV or MACP is allowed.

22. Bid Item No. 2.5: Who is the manufacturer and are the pans to be metal or plastic?

City's Response to Request for Information Question No. 22

Rain pans shall be 304 stainless steel, #16GA. The pre-approved "V8M-NS1-SS-Manhole Ingress Protection" is manufactured by V8M (V8 Manufacturing). Any alternates will be considered during the submittal process. Refer to the revised civil drawing set for a detail sheet for this product. In addition, refer to the appendices listed below for a copy of the product spec sheet.



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23. With the number of potential questions, will the Bid Date be extended to give Contractors the appropriate time to prepare and submit a Bid?

City's Response to Request for Information Question No. 23

Yes, the Bid Due Date has been extended to 2:00 p.m. CST, Tuesday, September 17, 2024.

24. Along with the GPMs (provided) we will also need the Force Main head pressure for all three stations to correctly size the pumps for the project. Can this info be provided?

City's Response to Request for Information Question No. 24

Below are the forcemain pressures for the three lift stations.

- ❖ P-10: 18 psi
- ❖ P-11: 35 psi
- ❖ P-15: 10 psi

25. Do we need a general contractor (GC) for installing the pan dish? We are not going below the ground or in the manhole, simply installation typically does not require GC, but wanted clarification from you.

City's Response to Request for Information Question No. 25

Yes, a General Contractor's License will be required.

26. Is the 10-year warranty for GC construction work also included with the pan dish as a 10-year warranty?

City's Response to Request for Information Question No. 26

The 10-year warranty pertains to the lining system. The rain pan will require a 1-year warranty.

27. Do you require specs on the pan dish? All types of dishes included or are there specifications that need to be met on the pan dish?

City's Response to Request for Information Question No. 27

Rain pans shall be 304 stainless steel, #16GA. The pre-approved "V8M-NS1-SS-Manhole Ingress Protection" is manufactured by V8M (V8 Manufacturing). Any alternates will be considered during the submittal process. Refer to the revised civil drawing set for a detail sheet for this product. In addition, refer to the appendices listed below for a copy of the product spec sheet.



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28. Do you plan on extending the bid date to account for additional information and being able to get numbers for the pans once the information is available along with the revision of the bid form and measurements.

City's Response to Request for Information Question No. 28

Yes, the Bid Due Date has been extended to 2:00 p.m. CST, Tuesday, September 17, 2024.

29. Looking for more of a clarification. In the qualifications section in the instructions to bidders (2nd page), it states the following:

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.

However, on the bid checklist (page 4 of instructions to bidders), it mentions that we have to submit a Valid Florida-Registered Marine Contractors License. Please advise.

City's Response to Request for Information Question No. 29

Please refer to response to Item 18 above.

30. Because there is no dish specification in the bid documents, we would like to submit a dish submittal. Our inflow dish is made here in Florida, USA, and we will be installing them as well (USSI).

City's Response to Request for Information Question No. 30

Please refer to our response to Item No. 27 above.

31. I have attached a copy of Nukote as an alternate to Epoxy Coating for Manhole Rehabilitation.

City's Response to Request for Information Question No. 31

See Statement 3 above.



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Because of the above modifications, the following sections should be replaced within the Contract Documents/Specifications:

1. Please **REMOVE** the Instructions to Bidders section in its entirety and **REPLACE** with revised Instructions to Bidders attached herein (**Attachment A**).
2. Please **REMOVE** Page 01150-6 of the Measurement and Payment section in its entirety and **REPLACE** with revised Page 01150-6 attached herein (**Attachment B**).
3. Please **REMOVE** Section 02299 in its entirety and **REPLACE** with the **REISSUED** Section 02299 attached herein (**Attachment C**).
4. Please **REMOVE** the Bid Form in its entirety and **REPLACE** with revised Bid Form attached herein (**Attachment D**).
5. Please **REMOVE** the Agreement in its entirety and **REPLACE** with revised Agreement attached herein (**Attachment E**).
6. Please **REMOVE** the Civil Drawing Set in its entirety and **REPLACE** with revised Civil Drawing Set attached herein (**Attached separately**).
7. Please **REFER** to the Manhole Ingress Protection Spec Sheet (**Attachment F**).



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ATTACHMENT A

Revised Instructions to Bidders (entire section)

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 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

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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, [September 17](#)~~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, [September 17](#)~~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. 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 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) 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. 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.

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.

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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~~GENERAL CONTRACTOR'S LICENSE
2. BID FORM
3. BID BOND
4. ADDENDUM ACKNOWLEDGEMENT
5. ANTI-COLLUSION CLAUSE
6. CONFLICT OF INTEREST DISCLOSURE FORM
7. IDENTICAL TIE BIDS/DRUG FREE WORKPLACE
8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
9. 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING
10. CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST
11. SUB-CONTRACTORS LIST
12. 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 must be onsite and increasing the project's overall percent complete within 3 weeks of contract Notice to Proceed or the OWNER has the option to terminate the contract.](#)

[If the AWARDED BIDDER fails to perform work on site for 4 consecutive business days, the OWNER has the option to terminate the Contract.](#)

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.

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- 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.

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.”

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- 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 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

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- 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).
- 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..

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- 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 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.

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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.
 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

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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 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.

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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.

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
Voluntary Pre-Bid Meeting:	Wednesday, August 7, 2024 (2:00 p.m. CST)
Questions Due Date:	Wednesday, August 7, 2024 (5:00 p.m. CST)
Bid Deadline:	Tuesday, August 20 , 2024 (2:00 p.m. CST)
Bids Read Out Loud at Council Mtg:	Tuesday, August 20 , 2024 (5:30 p.m. CST)
Award Recommendation At Council Meeting:	September 3 <u>October 1</u> , 2024
Substantial Completion:	Within 120 days of Notice to Proceed
Final Completion:	Within 30 days after Substantial Completion



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ATTACHMENT B

Revised Section 01150 Measurement and Payment (Page 01150-6 only)

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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.

F. BID ITEM 2.6 – DEBRIS/MATERIAL DISPOSAL

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 removing and disposing of debris and material from rehabilitated manholes and wetwell as required under the contract documents.
2. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item to including the removing and disposing of debris and material as well as hauling and tipping fees as necessary.
3. Measurement for the work included under this bid item shall be by pound of debris disposed.

END OF SECTION 01150

PER ADDENDUM NO. 1 - MEASUREMENT AND PAYMENT 01150-5



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ATTACHMENT C

Reissued Section 02299 (entire section)

**SECTION 02299
EXISTING SEWER STRUCTURE REHABILITATION**

PART 1 - GENERAL

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.

Pump Station No.	Existing Peak Flow (gpm)	Maximum Estimated Peak Flow (gpm)
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 must be 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 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.

1.03 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM):
 1. D412, Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers—Tension and Elongation (%)
 2. D522, Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings
 3. D624, Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers
 4. D2240, Standard Test Method for Rubber Property—Durometer Hardnes
 5. D4060, Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser

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6. D7234, Standard Test Method for Pull-Off Adhesion Strength of Coatings on Concrete Using Portable Pull-Off Adhesion Testers

1.04 SUBMITTALS

- A. All materials and procedures required to establish compliance with the specifications shall be submitted upon request to the OWNER/ENGINEER for review/approval. Submittals shall include at least the following:
- B. Submit following as detailed in Section 01300:
1. **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.
 2. Safety Data Sheet (SDS) for each product used.
 3. Manufacturer's Certification of Applicator.
 4. Certified Applicator Minimum Qualifications.
 5. Applicator and Manufacturer Warranty Forms.
 6. Descriptive literature, bulletins and or catalogs of materials.
 7. Material and method for repair of leaks or cracks in structure.
 8. Method of Work (as appropriate):
 - a. Access manholes and site locations.
 - b. Work dimensions.
 - c. Existing utilities.
 - d. Size of working area.
 - e. Site access points.
 - f. Impacted portions of existing sewer.

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- g. Flow diversion plan.
- h. Material and method of repair of leaks or cracks in structure.
- i. Bypass pumping plan: Follow Section 02960

9. **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.
 - 3) Annual third-party certified inspection for boiler truck(s) to be used on project.

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- 4) Certification of training for boiler truck operator.
- 5) Noise attenuation.

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.
 - 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.

PART 2 - PRODUCTS

**CITY OF PARKER - INVITATION TO BID NO. 2024-03
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1.01 MATERIALS

- A. The materials to be utilized in the lining of wastewater structures shall be designed and manufactured to withstand the severe effects a wastewater environment. The Manufacturer of the corrosion protection products shall have at least 10 years of experience in the production of the lining products utilized, and the products shall have satisfactory installation record.
- B. Equipment for installation of lining materials shall be of high quality and as recommended by the Manufacturer.
- C. The lining system to be utilized for wastewater structures shall be a multi-layer 'stress skin panel' liner system as described below:
- D. Multi-layered Composite Liner:
 - 1. Multi-component stress skin panel liner system consisting of the following components:
 - a. Moisture barrier: Modified polymer:
 - 1) Modified polymer: Sprayable, solvent free, two-component polymeric, moisture/chemical barrier specifically developed for corrosive wastewater environment.
 - b. Surface layer:
 - 1) Polyurethane/polymeric blend foam.
 - c. Final corrosion barrier:
 - 1) Modified polymer.
 - 2. Ridged Structure:
 - a. Low viscosity two-component polyurethane foam, containing flame retardants.
 - 3. Total Thickness of Multi-Component Stress Panel Liner:
 - a. Minimum 500 mils.
 - 4. Approved Product:
 - a. CCI Spectrum, Inc., Spectrashield Liner System, or ENGINEER-approved equal.

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1.02 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.

PART 3 - EXECUTION

3.01 INITIAL INSPECTION

- A. Applicator shall take appropriate action to comply with all local, state, and federal regulations including those set forth by OSHA, EPA, the OWNER and any other applicable authorities.
- B. Prior to conducting any work, an initial inspection of the structure shall be performed to determine need for protection against hazardous gases or oxygen depleted atmosphere and the need for flow control or flow diversion.
- C. If required, submit a plan for flow control or bypass to the OWNER/ENGINEER for approval prior to conducting the work.
- D. New Portland cement structures shall have endured a minimum of 28 days since manufacture prior to commencing installation of the liner system.

3.02 SITE PREPARATION

- A. The surface preparation program will include checking the atmosphere for hydrogen sulfide, methane, low oxygen, or other gases, approved flow control equipment, and surface preparation equipment.
- B. Surface preparation for standard manhole structures shall be in accordance with the manufacturer's recommendations, and may include high pressure water cleaning and shall provide a surface compatible for installation of the liner system.

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- C. Surface preparation and methods for other structures shall be in accordance with the manufacturer's recommendations, and may include high pressure water cleaning, hydro blasting, abrasive blasting, grinding, or detergent water cleaning, and shall be suited to provide a surface compatible for installation of the liner system.
- D. The surface preparation method shall produce a cleaned, abraded and sound surface with no evidence of laitance, loose concrete, loose brick, loose mortar, contaminants or debris, and shall display a surface profile suitable for application of the liner system in accordance with the manufacturer's recommendations.
- E. The CONTRACTOR shall clean each sewer wetwell or manhole to be surfaced and shall dispose of any resulting material.
- F. Roots shall be removed by manually cutting the roots from inside the wetwell.
- G. The CONTRACTOR shall conduct a visual inspection of each wetwell or manhole after it is cleaned. CONTRACTOR shall perform a 7-point checklist, inspecting for:
 - 1. Leaks
 - 2. Cracks
 - 3. Holes
 - 4. Exposed Rebar
 - 5. Ring and Cover Conditions
 - 6. Invert Condition
 - 7. Inlet and Outlet Pipe Condition
- H. After the defects in the structure are identified, repair all leaks and severe cracks with:
 - 1. Approved Manufacturer:
 - a. CCI Spectrum, Inc., Spectra-Grout, or ENGINEER-approved equal
- I. Upon completion of leak and crack repair, the surface shall be primed in accordance with the manufacturer's recommendations.

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3.03 MATERIAL INSTALLATION

- A. The CONTRACTOR shall furnish and apply lining in each manhole and wetwell as shown in the Details.
- B. The installation of the lining shall be in complete accordance with the applicable provisions of ASTM and the manufacturers' specifications.
- C. Prior to installing the lining, the ENGINEER along with the CONTRACTOR must inspect and approve the surface preparation work.
- D. The CONTRACTOR shall notify the ENGINEER when the wetwells and manholes are ready for inspection.
- E. 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.
- F. The wetwell lining shall be completed immediately after the inspection, or the wetwell may need to be re-cleaned prior to applying the lining to remove accumulated debris on the benches and walls.
- G. A complete, watertight seal shall be provided at pipe and wetwell and manhole wall connections.
- H. The CONTRACTOR shall submit details of how the watertight connections will be made to the ENGINEER for review and approval.
- I. Application procedures shall conform to recommendations of the manufacturer, including materials handling, mixing, environmental controls during application, safety and spray equipment.
- J. Spray equipment shall be specifically designed to accurately ratio and apply the liner system.
- K. Application of multi-component liner system shall be in strict accordance with manufacturer's recommendation. Final installation minimum total thickness shall be 500 mils. A permanent identification and date of work performed shall be affixed to the structure in a readily visible location.
- L. If requested a final written report may be provided to the OWNER/ENGINEER detailing the location, date of work and description of the work.

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3.04 FINAL INSPECTION

- A. Visual inspection may be made by the OWNER/ENGINEER. Any deficiencies in the finished liner system shall be marked and repaired according to the procedures set forth by the manufacturer.
- B. Final liner system shall be completely free of pinholes or voids. Liner thickness shall be the minimum value as described herein.
- 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 or OWNER have to enter the wetwells or manholes 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.

PART 4 - WARRANTY

Applicator and Manufacturer must warrant the liner system installation against failure for a period of 10 years from the installation date. Applicator shall correct failures any time prior to 10 years after the installation date. Failure will be deemed to have occurred if the protective liner fails to: (a) prevent the internal corrosion of the structure or (b) prevent groundwater infiltration. Failure does not include damage resulting from mechanical force or the presence of chemical substances not customarily present or used in Wastewater Structures, defects in the workmanship or devices of others upon which the Wastewater Structure functions or act of God. The liner must be installed in accordance with Manufacturer's instructions by Applicators certified by Manufacturer. Executed 10-year Applicator and Manufacturer warranties are to be provided upon completion of work.

END OF SECTION 02299



UNOFFICIAL BIDDERS LIST
INVITATION TO BID 2024-03
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ATTACHMENT D

Revised Bid Form (entire section)

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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BASE BID FORM (PLEASE COMPLETE)					
Bid Item #	Description	Qty	Unit	Cost	Total
1	GENERAL CONDITIONS				
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	\$	\$
2	SEWER SYSTEM VIDEO AND REHABILITATION				
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	\$	\$
2.6	Debris/Material Disposal	1,000	LBS	\$	\$
BASE BID TOTAL					\$

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



UNOFFICIAL BIDDERS LIST
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ATTACHMENT E

Agreement

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.

**CITY OF PARKER - INVITATION TO BID NO. 2024-03
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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).

**CITY OF PARKER - INVITATION TO BID NO. 2024-03
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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

**CITY OF PARKER - INVITATION TO BID NO. 2024-03
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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.

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. § 200.322 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.
- J. The CONTRACTOR must be onsite and increasing the project's overall percent complete within 3 weeks of contract Notice to Proceed or the OWNER has the option to terminate the contract.
- J.K. If the CONTRACTOR fails to perform work on site for 4 consecutive business days, the OWNER has the option to terminate the Contract.

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.

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- B. The bid form and attachments are next.
- C. The initial bid provisions are final priority.

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



UNOFFICIAL BIDDERS LIST
INVITATION TO BID 2024-03

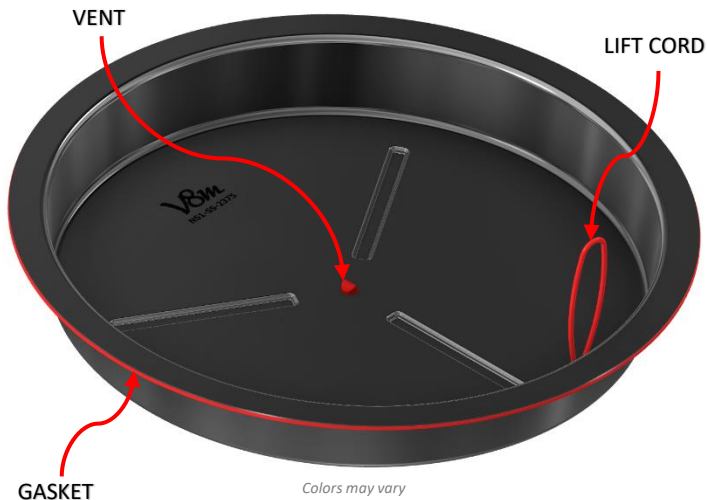
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ATTACHMENT F

Manhole Ingress Protection Spec Sheet



Wastewater Management Manhole Ingress Protection

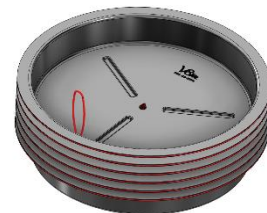


Product Description:

Advanced manhole ingress protection device that restricts water intrusion and relieves gases thereby reducing water management challenges.

Key Features:

- Stainless Steel Coated **Lift Cord**
- Weight < 12.0 lbs.
- Sealing **Gasket** (Neoprene)
- Stackable Design
- **Plug No-Vent** or **Duck Bill Vent**
- Durable Design (Structural Ribs)



STACKABLE

Material: 304 Stainless Steel 16 ga thick

Model No:	NS1-SS2250	NS1-SS2350	NS1-SS2375	NS1-SS2550
Standard Sizes:	Ø22.50"	Ø23.50"	Ø23.75"	Ø25.50"

*Custom Sizes: Available

NS1-SS

SERIES

Manhole Ingress Protection Device

Product Specifications:

NS1-SS

SERIES

Material & Design: Made with 304 Stainless Steel Corrosion resistant material. This material will be impervious to common sewer gases such as Hydrogen Sulfide and dilute Sulfuric Acid. Material thickness up to 0.06 inch thick. Enhanced load bearing flange and structural rib features. The sealing gasket will be closed cell neoprene. All standard sizes to weigh less than 15 lbs. each. Engineered to be stackable reducing storage and shipping cost. Store device between 25°F and 95°F, do not store in direct sunlight. Operating temperature between -40°F and 150°F.

Removal Feature: Integrated stainless steel coated lift cord used to remove the device from manhole by hand or with a pick tool.

Ventilation Feature (optional): The removable duck bill valve opens under low pressure (approx. 2 psi). Device will not allow more than 1 gallon per 24 hours ingress.

Installation: Remove manhole lid. Clear all debris inside of manhole internal recessed lip. Lower device into manhole by hand or with pick tool using integrated lift cord. Replace manhole lid. Reverse operations for removal.

Warranty: 3 years limited to manufacture defects

Disclaimer: The NS1-SS series manhole ingress protection devices are not designed, nor intended for use under the following circumstances: Used as a replacement manhole lid. Used as a means of blockage to manhole entry. Used as a load bearing surface for traffic or pedestrians. Used for any purpose other than that for which it has been specifically designed.



Colors may vary

