

Bid Set
Invitation to Bid 2026-01
City of Parker
2025 Roadway Resurfacing Project



Date of Issue: Tuesday, July 21, 2026

Closing: Tuesday, September 1, 2026 (2:00 p.m. CST)

ITB Coordinator(s):

Taylor Jeffreys, Public Works Administrator

City of Parker

1001 West Park Street, Parker, Florida 32404

and

Mandy O'Regan, Owner Representative

Anchor Consulting Engineering and Inspection, Inc.

450 Magnolia Avenue

Panama City, Florida 32401



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FDOT SPECIFICATIONS (ACCESS THROUGH FDOT’S SITE)

THIS PROJECT WILL ADHERE TO FDOT SPECIFICATIONS FOR THE TECHNICAL SPECIFICATIONS.

PLEASE REFER TO THE LINK BELOW TO ACCESS FDOT’S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION FY 2026-27.

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/specifications/by-year/fy-2026-27/ebook/fy-2026-27-ebook-compressed.pdf?sfvrsn=be872b87_2

FDOT SPECIFICATIONS FOR THIS PROJECT INCLUDE BUT ARE NOT LIMITED TO:

BASE COURSES

SECTION 230 – LIMEROCK STABILIZED BASE

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SECTION 440 - UNDERDRAINAS

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SECTION 522 – CONCRETE SIDEWALKS AND DRIVEWAYS

SECTION 536 - GUARDRAILS

SIGNING, PAVEMENT MARKING AND LIGHTING

SECTION 710 – PAINTED PAVEMENT MARKINGS

SECTION 711 – THERMOPLASTIC PAVEMENT MARKINGS

**PAVEMENT MARKINGS, COATINGS, AND RECYCLED MATERIAL
(MISCELLANEOUS)**

SECTION 971 – TRAFFIC MARKING MATERIALS

**PLEASE REFER TO THE LINK BELOW TO ACCESS FDOT’S STANDARD PLANS
FY 2026-27.**

<https://www.fdot.gov/design/standardplans/current/27>

FDOT PLANS FOR THIS PROJECT INCLUDE BUT ARE NOT LIMITED TO:

STANDARD INDEX 425-061 – CLOSED FLUME INLET

STANDARD INDEX 430-021 – CROSS DRAIN MITERED END SECTION

STANDARD INDEX 430-022 – SIDE DRAIN MITERED END SECTION

STANDARD INDEX 515-070 – PIPE GUARDRAIL (ALUMINUM)

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STANDARD INDEX 520-010 – MEDIAN OPENING FLUME

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INTRODUCTION

The objective of this Invitation to Bid (ITB) is to select a Florida-Licensed General Contractor or Underground Utility Contractor to provide construction services to the City of Parker (hereinafter referred to as "CITY" or "OWNER") for the ***ITB 2026-01: City of Parker - 2025 Roadway Resurfacing Projects*** as detailed on the Construction Drawings and as summarized by approximate location below.

A. Lance Drive Improvements:

1. Saw cut and removal of approximately 2,381 square yards of existing asphalt roadway and base/subbase to 20 inches deep.
2. Reconstruction of roadway with 2,381 square yards of 12-inch Type B Stabilization Subgrade, 8-inch limerock base, 2-inch superpave asphaltic concrete (331 tons) and prime coat.
3. Removal and replacement of 3 manhole rims and 3 valve boxes.
4. Relocation of 8 existing mailboxes.
5. Installation of thermoplastic markings.

B. Highway 22A Improvements:

1. Saw cut and removal of approximately 20,202 square yards of existing asphalt roadway and base/subbase to 20 inches deep.
2. Reconstruction of roadway with 20,202 square yards of 12-inch Type B Stabilization Subgrade, 8-inch limerock base, 2-inch superpave asphaltic concrete (2,806 tons) and prime coat.
3. Construction of School Turn Lane with 400 square yards of 12-inch Type B Stabilization Subgrade, 8-inch limerock base, 2-inch superpave asphaltic concrete (56 tons) and prime coat.
4. Removal and replacement of 8 manhole rims.
5. Relocation of 20 existing mailboxes.
6. Installation of eleven 3-foot-wide concrete flumes.
7. Installation of 900 linear feet of FDOT Concrete Drop Curb.
8. Demolition, removal and replacement of 176 square yards of concrete ditch bottom.
9. Installation of 165 linear feet of FDOT Aluminum Guard Rails.

10. Installation of two 24-inch RCP Mitered End Sections with Grates.
11. Installation of four 24-inch RCP Mitered End Sections.
12. Installation of four 18-inch RCP Mitered End Sections.
13. Installation of 5.7 tons of rip rap.
14. Installation of thermoplastic markings.

C. North 9th Street Improvements:

1. Saw cut and removal of approximately 6,030 square yards of existing asphalt roadway and base/subbase to 20 inches deep.
2. Reconstruction of roadway with 6,030 square yards of 12-inch Type B Stabilization Subgrade, 8-inch limerock base, 2-inch superpave asphaltic concrete (722 tons) and prime coat.
3. Removal and replacement of 9 manhole rims and 5 valve boxes.
4. Relocation of 32 existing mailboxes.
5. Removal of 750 square yards of existing asphalt curb/gutter.
6. Removal and replacement of 15 square yards of concrete sidewalk.
7. Installation of 1,000 square yards of sod.
8. Installation of 28 square feet of detectable warnings
9. Installation of thermoplastic markings.

D. Highway 22A Improvements – Bid Alternate B.1:

1. Saw cut and removal of approximately 641 square yards of existing asphalt roadway and base/subbase to 20 inches deep.
2. Reconstruction of roadway with 641 square yards of 12-inch Type B Stabilization Subgrade, 8-inch limerock base, 2-inch superpave asphaltic concrete (70 tons) and prime coat.
3. Removal and replacement of 1 existing storm inlet rim, grate and adjust.
4. Installation of thermoplastic markings.

E. North 9th Street Improvements – Bid Alternate C.1:

Addition of a 3,080 linear feet of 24-inch concrete drop curb.

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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 rehabilitation of the **City Of Parker - 2025 Roadway Resurfacing Projects** at the locations referenced above in Parker, Florida.

Work shall be completed in conformance with the Construction Drawings and Specifications provided by the OWNER.

QUALIFICATIONS

BIDDERS MUST BE FDOT PREQUALIFIED. The CONTRACTOR shall be a Florida-Licensed General Contractor or Underground Utility Contractor who specializes in roadway rehabilitation. 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 License. Bidders must be FDOT prequalified in the following work classes if performing work in that specific work class:

Type of Work	Description
7	Drainage
10	Flexible Paving
11	Grading
12	Grassing, Seeding, and Sodding
28	Pavement Marking
38	Roadway Signage

Proof of FDOT Pre-Qualification in the above work classes must be submitted with the BID.

BID DEADLINE/DELIVERY

SEALED BIDS will be received up until **2:00 p.m. (CDT) on Tuesday, September 1, 2026**, for **ITB 2026-01 – CITY OF PARKER 2025 ROADWAY RESURFACING PROJECT**. Bids will be publicly opened and read aloud at the City Council Meeting on Tuesday, September 1, 2026 at 5:30 p.m.

Each BID shall be valid to the City of Parker for a period of 90 days after the Bid Opening.

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BIDs shall be delivered to:

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

BIDs shall be received by the OWNER no later than the BID deadline. BIDDERS should submit one (1) original BID package labeled as “Original.” BIDs shall be enclosed in a sealed envelope bearing the title of the work, the name of the BIDDER and the date of Bid Opening.

It is the sole responsibility of the BIDDER to ensure that the BID is received on time. ANY BID RECEIVED AFTER THE SPECIFIED TIME WILL NOT BE ACCEPTED OR CONSIDERED.

The OWNER will publicly open and read aloud each BID. Once the OWNER has determined the lowest, responsive, responsible BIDDER and has verified all BIDDER documentation, the selected BIDDER will be notified of intent to award the BID and to start the contract process.

SPECIAL ACCOMMODATION

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

BID DOCUMENTS

Electronic versions of the solicitation documents are available on the City’s webpage at www.cityofparker.com. 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.

POINT OF CONTACT

The OWNER’s representative, Mandy O’Regan, Owner Representative 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.

QUESTIONS

BIDDERS shall submit all questions, in writing, to Mandy O'Regan via e-mail at moregan@anchorci.com. All questions shall be submitted no later than **5:00 p.m. (CST)** on Friday, August 21, 2026.

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@anchorci.com.

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

BID CHECKLIST

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

1. VALID FLORIDA-REGISTERED GENERAL CONTRACTOR'S LICENSE OR UNDERGROUND UTILITY CONTRACTOR LICENSE
2. FDOT PREQUALIFICATION LETTER
3. BID FORM
4. BID BOND
5. ADDENDUM ACKNOWLEDGEMENT
6. ANTI-COLLUSION CLAUSE
7. CONFLICT OF INTEREST DISCLOSURE FORM
8. IDENTICAL TIE BIDS/DRUG FREE WORKPLACE
9. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
10. 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING
11. CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST
12. SUB-CONTRACTORS LIST

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. BIDDERS MUST BE FDOT PREQUALIFIED.

BID FORM

To receive consideration, all BIDs shall be made on the forms provided herein, properly executed and with all items filled out. Do not change the wording of the Bid Form and do not add words to the wording of the Bid Form. No conditions, limitation, or provisions will be attached or added to the Bid Form or other Bid Documents by the BIDDER.

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

BID BOND

A Bid Bond in the amount of 5% of the proposed Base Bid contract amount, shall accompany each bid. The successful BIDDER's security will be retained until the contract has been signed and the BIDDER has furnished the required Public Construction Bond (found in Contract Forms section of this Bid Document). The City reserves the right to retain the security of the next BIDDER until the selected BIDDER enters into contract or until 90 days after BID OPENING, whichever is shorter. All other Bid Security will be returned as soon as possible.

COMPLETE BID AMOUNTS; EXAMINATIONS OF SPECIFICATIONS; WORK SITES

BIDs shall be calculated on the basis of unit cost pricing. The unit prices shall include all charges for completing the milling and resurfacing as well as reconstruction of the specified roadways depicted on the drawings to include layout, insurance, taxes, field office and supervision, overhead and profit, permits, impact 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.

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.

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.

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

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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.

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.

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 **ALL** work must be completed within 150 calendar days of the Notice to Proceed date. Should the CONTRACTOR fail to complete the work by the specified date, the OWNER shall deduct from the Contract Sum the amount of \$500.00 per calendar day as liquidated damages for every day subsequent to the specified date until the work is fully completed and receipted by the OWNER as being completed.

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

PUBLIC CONSTRUCTION BOND

Prior to signing the Contract, the AWARDED BIDDER will secure and post a Public Construction Bond pursuant to Section 255.05 of the Florida Statutes. All such bonds shall be issued by a Surety acceptable to the OWNER. The OWNER will designate to whom subject bonds shall be posted. Failure or refusal to furnish adequate bonds in a satisfactory form shall subject the AWARDED BIDDER to loss of time from the allowable construction period equal to the time of delay in furnishing the required bonds.

EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

HOLD HARMLESS AND INDEMNIFICATION

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

PAYMENTS

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

WARRANTY

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

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

SUBCONTRACTORS

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

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Proposed use of subcontracts should be included in the BIDDER's response on the Subcontractor List found within these Contract Documents.

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.

TERMINATION FOR CAUSE

This Contract may be terminated by the OWNER if the AWARDED BIDDER is found to have submitted a false certification as required under Section 287.135 (2), Florida Statutes and has been placed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.

If the AWARDED BIDDER fails to comply with any of the terms and conditions of the awarded Contract, the OWNER may give notice, in writing, to the AWARDED BIDDER of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the OWNER may, with no further notice, declare the awarded contract to be terminated.

The AWARDED BIDDER will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the OWNER by reason of the AWARDED BIDDER's failure to comply with the awarded Contract.

Notwithstanding the above, the AWARDED BIDDER is not relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of this Contract by the AWARDED BIDDER and the OWNER may withhold any payments to the AWARDED BIDDER for the purpose of setoff until such time as the amount of damages due the OWNER from the AWARDED BIDDER is determined.

ANTICIPATED SCHEDULE

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

ITB Advertisement:	Tuesday, July 21, 2026 posted to the (Bay County Public Notices) Sunday, August 2, 2026 published in the Panama City News Herald
Questions Due Date:	Friday, August 21, 2026 (5:00 p.m. CST)
Bid Deadline:	Tuesday, September 1, 2026 (2:00 p.m. CST)
Bids Read Aloud	Tuesday, September 1, 2026 (5:30 p.m. CST)
Award Recommendation:	Tuesday, September 15, 2026 (5:30 p.m. CST)
Installation Complete:	Within 150 days of Notice to Proceed

Note: The BIDS received will be read aloud at the City Council Meeting. In addition, the Contract Award Recommendation will be presented at the City Council Meeting.



BID FORMS

(REQUIRED FOR SUBMITTAL WITH BIDS)

BID FORM ITB NO: 2026-01

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

In compliance with the ADVERTISEMENT FOR BIDS, BIDDER hereby proposes to perform work associated with the City-Wide Stormwater Improvements 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 starting on page 2 to complete BID FORM for each project and bid alternate in detail. BID should include all applicable taxes, shipping charges and fees as applicable. **This Invitation to Bid includes two optional Bid Alternates in which the City Council retains the sole authority to award neither, either, or both alternates upon contract execution.**

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

The **Unit Base Bid Price** is:

_____ (\$ _____)
(Words) _____

The **Combined Unit Alternate Bid Price** is:

_____ (\$ _____)
(Words) _____

submitted by:

Name of BIDDER Submitting This BID

BID Prepared By:

SEAL: (If BID is by Corporation)

Name of Individual Who Prepared This BID

Contact Email:

Address:

Phone:

Signature of Authorized Representative of BIDDER:

Date:

CITY OF PARKER

ITB 2026-01: CITY OF PARKER - 2025 ROADWAY RESURFACING PROJECTS

BASE BID

Bid Item	Description	Qty	Unit	Cost	Total
PROJECT A: LANCE DRIVE IMPROVEMENTS					
GENERAL CONDITIONS					
1.	Mobilization/Demobilization (Max of 10% of the total Bid Amount for Item A)	1	LS	\$	\$
2.	Bonds and Insurance (Max of 5% of the total Bid Amount for Item A)	1	LS	\$	\$
3.	Erosion Control	1	LS	\$	\$
4.	Maintenance of Traffic	1	LS	\$	\$
5.	Layout and As-Builts by PLS	1	LS	\$	\$
6.	Restoration	0	LS	\$	\$
ROADWAY DECONSTRUCTION AND RECONSTRUCTION					
7.	2" Superpave Asphalt Concrete Traffic B (SP-12.5)	331	TN	\$	\$
8.	Prime Coat	2,381	SY	\$	\$
9.	8" Limerock Base (LBR100)	2,381	SY	\$	\$
10.	12" Type B Stabilization Sub-Grade (LBR 40 Min.)	2,381	SY	\$	\$
11.	Saw-Cut Demo & Remove Existing Asphalt	2,381	SY	\$	\$
12.	Remove Existing 20" Base & Sub-Grade	2,381	SY	\$	\$
13.	2" Superpave Asphalt Concrete Traf B (SP-12.5) - School Turn Lane	0	TN	\$	\$
14.	Prime Coat - School Turn Lane	0	SY	\$	\$
15.	8" Limerock Base (LBR 100) - School Turn Lane	0	SY	\$	\$
16.	12" Type B Stabilization Sub-Grade (LBR 40 Min.) - School Turn Lane	0	SY	\$	\$
SIDEWALK AND GUIDERAIL IMPROVEMENTS					
17.	Remove & Replace 4" Concrete Sidewalk	0	SY	\$	\$
18.	FDOT Aluminum Guide Rail	0	LF	\$	\$
SEWER IMPROVEMENTS					
19.	Remove & Replace Existing Manhole Rim & Adjust	3	EA	\$	\$

CITY OF PARKER

ITB 2026-01: CITY OF PARKER - 2025 ROADWAY RESURFACING PROJECTS

Bid Item	Description	Qty	Unit	Cost	Total
PROJECT A: LANCE DRIVE IMPROVEMENTS					
20.	Remove & Replace Existing Valve Box Cover & Adjust	3	EA	\$	\$
DRAINAGE AND CURB/GUTTER IMPROVEMENTS					
21.	FDOT Concrete Drop Curb	0	LF	\$	\$
22.	3 Ft. Wide Concrete Flumes, Length 4-8 Ft.	0	EA	\$	\$
23.	Demo & Remove Existing Concrete Ditch Bottom	0	SY	\$	\$
24.	Concrete Ditch Bottom	0	SY	\$	\$
25.	Remove Existing Asphalt Curb/Gutter	0	SY	\$	\$
26.	Remove & Replace Existing Storm Inlet Rim, Grate & Adjust	0	EA	\$	\$
27.	24" RCP Mitered End Section With Grates	0	EA	\$	\$
28.	24" RCP Mitered End Section	0	EA	\$	\$
29.	18" RCP Mitered End Section	0	EA	\$	\$
30.	Rip Rap	0	TN	\$	\$
SIGNAGE AND STRIPING IMPROVEMENTS					
31.	ADA Detectable Warning	0	SF	\$	\$
32.	Thermoplastic Pavement Markings In Accordance With MUTCD Including Edge, Center, Stop Bars, Layout, Ramps, And Paved Side Street	1	LS	\$	\$
LANDSCAPING AND OTHER IMPROVEMENTS					
33.	Sod	0	SY	\$	\$
34.	Relocate Existing Mailbox	8	EA	\$	\$
Base Bid Amount for Bid Item A: Lance Drive Improvements					\$

CITY OF PARKER

ITB 2026-01: CITY OF PARKER - 2025 ROADWAY RESURFACING PROJECTS

Bid Item	Description	Qty	Unit	Cost	Total
PROJECT B: HIGHWAY 22A IMPROVEMENTS					
GENERAL CONDITIONS					
1.	Mobilization/Demobilization (Max of 10% of the total Bid Amount for Item A)	1	LS	\$	\$
2.	Bonds and Insurance (Max of 5% of the total Bid Amount for Item A)	1	LS	\$	\$
3.	Erosion Control	1	LS	\$	\$
4.	Maintenance of Traffic	1	LS	\$	\$
5.	Layout and As-Built by PLS	1	LS	\$	\$
6.	Restoration	0	LS	\$	\$
DECONSTRUCTION AND RECONSTRUCTION OF ROADWAY					
7.	2" Superpave Asphalt Concrete Traffic B (SP-12.5)	2,806	TN	\$	\$
8.	Prime Coat	20,202	SY	\$	\$
9.	8" Limerock Base (LBR100)	20,202	SY	\$	\$
10.	12" Type B Stabilization Sub-Grade (LBR 40 Min.)	20,202	SY	\$	\$
11.	Saw-Cut Demo & Remove Existing Asphalt	20,202	SY	\$	\$
12.	Remove Existing 20" Base & Sub-Grade	20,202	SY	\$	\$
13.	2" Superpave Asphalt Concrete Traf B (SP-12.5) - School Turn Lane	56	TN	\$	\$
14.	Prime Coat - School Turn Lane	400	SY	\$	\$
15.	8" Limerock Base (LBR 100) - School Turn Lane	400	SY	\$	\$
16.	12" Type B Stabilization Sub-Grade (LBR 40 Min.) - School Turn Lane	400	SY	\$	\$
SIDEWALK AND GUIDERAIL IMPROVEMENTS					
17.	Remove & Replace 4" Concrete Sidewalk	0	SY	\$	\$
18.	FDOT Aluminum Guide Rail	165	LF	\$	\$
SEWER IMPROVEMENTS					
19.	Remove & Replace Existing Manhole Rim & Adjust	8	EA	\$	\$
20.	Remove & Replace Existing Valve Box Cover & Adjust	0	EA	\$	\$

CITY OF PARKER

ITB 2026-01: CITY OF PARKER - 2025 ROADWAY RESURFACING PROJECTS

Bid Item	Description	Qty	Unit	Cost	Total
PROJECT B: HIGHWAY 22A IMPROVEMENTS					
DRAINAGE AND CURB/GUTTER IMPROVEMENTS					
21.	FDOT Concrete Drop Curb	900	LF	\$	\$
22.	3 Ft. Wide Concrete Flumes, Length 4-8 Ft.	11	EA	\$	\$
23.	Demo & Remove Existing Concrete Ditch Bottom	176	SY	\$	\$
24.	Concrete Ditch Bottom	176	SY	\$	\$
25.	Remove Existing Asphalt Curb/Gutter	0	SY	\$	\$
26.	Remove & Replace Existing Storm Inlet Rim, Grate & Adjust	0	EA	\$	\$
27.	24" RCP Mitered End Section With Grates	2	EA	\$	\$
28.	24" RCP Mitered End Section	4	EA	\$	\$
29.	18" RCP Mitered End Section	4	EA	\$	\$
30.	Rip Rap	5.7	TN	\$	\$
SIGNAGE AND STRIPING IMPROVEMENTS					
31.	ADA Detectable Warning	0	SF	\$	\$
32.	Thermoplastic Pavement Markings In Accordance With MUTCD Including Edge, Center, Stop Bars, Layout, Rpm's, And Paved Side Street	1	LS	\$	\$
LANDSCAPING AND OTHER IMPROVEMENTS					
33.	Sod	0	SY	\$	\$
34.	Relocate Existing Mailbox	20	EA	\$	\$
Base Bid Amount for Bid Item B: Highway 22A Improvements					\$

CITY OF PARKER

ITB 2026-01: CITY OF PARKER - 2025 ROADWAY RESURFACING PROJECTS

Bid Item	Description	Qty	Unit	Cost	Total
PROJECT C: NORTH 9TH STREET IMPROVEMENTS					
GENERAL CONDITIONS					
1.	Mobilization/Demobilization (Max of 10% of the total Bid Amount for Item A)	1	LS	\$	\$
2.	Bonds and Insurance (Max of 5% of the total Bid Amount for Item A)	1	LS	\$	\$
3.	Erosion Control	1	LS	\$	\$
4.	Maintenance of Traffic	1	LS	\$	\$
5.	Layout and As-Builts by PLS	1	LS	\$	\$
6.	Restoration	0	LS	\$	\$
DECONSTRUCTION AND RECONSTRUCTION OF ROADWAY					
7.	2" Superpave Asphalt Concrete Traffic B (SP-12.5)	722	TN	\$	\$
8.	Prime Coat	6,030	SY	\$	\$
9.	8" Limerock Base (LBR100)	6,030	SY	\$	\$
10.	12" Type B Stabilization Sub-Grade (LBR 40 Min.)	6,030	SY	\$	\$
11.	Saw-Cut Demo & Remove Existing Asphalt	6,030	SY	\$	\$
12.	Remove Existing 20" Base & Sub-Grade	6,030	SY	\$	\$
13.	2" Superpave Asphalt Concrete Traf B (SP-12.5) - School Turn Lane	0	TN	\$	\$
14.	Prime Coat - School Turn Lane	0	SY	\$	\$
15.	8" Limerock Base (LBR 100) - School Turn Lane	0	SY	\$	\$
16.	12" Type B Stabilization Sub-Grade (LBR 40 Min.) - School Turn Lane	0	SY	\$	\$
SIDEWALK AND GUIDERAIL IMPROVEMENTS					
17.	Remove & Replace 4" Concrete Sidewalk	15	SY	\$	\$
18.	FDOT Aluminum Guide Rail	0	LF	\$	\$
SEWER IMPROVEMENTS					
19.	Remove & Replace Existing Manhole Rim & Adjust	9	EA	\$	\$
20.	Remove & Replace Existing Valve Box Cover & Adjust	5	EA	\$	\$

CITY OF PARKER

ITB 2026-01: CITY OF PARKER - 2025 ROADWAY RESURFACING PROJECTS

Bid Item	Description	Qty	Unit	Cost	Total
PROJECT C: NORTH 9TH STREET IMPROVEMENTS					
DRAINAGE AND CURB/GUTTER IMPROVEMENTS					
21.	FDOT Concrete Drop Curb	0	LF	\$	\$
22.	3 Ft. Wide Concrete Flumes, Length 4-8 Ft.	0	EA	\$	\$
23.	Demo & Remove Existing Concrete Ditch Bottom	0	SY	\$	\$
24.	Concrete Ditch Bottom	0	SY	\$	\$
25.	Remove Existing Asphalt Curb/Gutter	750	SY	\$	\$
26.	Remove & Replace Existing Storm Inlet Rim, Grate & Adjust	0	EA	\$	\$
27.	24" RCP Mitered End Section With Grates	0	EA	\$	\$
28.	24" RCP Mitered End Section	0	EA	\$	\$
29.	18" RCP Mitered End Section	0	EA	\$	\$
30.	Rip Rap	0	TN	\$	\$
SIGNAGE AND STRIPING IMPROVEMENTS					
31.	ADA Detectable Warning	28	SF	\$	\$
32.	Thermoplastic Pavement Markings In Accordance With MUTCD Including Edge, Center, Stop Bars, Layout, Rpm's, And Paved Side Street	1	LS	\$	\$
LANDSCAPING AND OTHER IMPROVEMENTS					
33.	Sod	1,000	SY	\$	\$
34.	Relocate Existing Mailbox	32	EA	\$	\$
Base Bid Amount for Bid Item C: North 9th Street Improvements					\$

BASE BID TOTAL	\$
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CITY OF PARKER

ITB 2026-01: CITY OF PARKER - 2025 ROADWAY RESURFACING PROJECTS

BID ALTERNATES

Bid Item	Description	Qty	Unit	Cost	Total
BID ALT NO. B.1 - HIGHWAY 22A/BOB LITTLE ROAD (ALTERNATE)					
GENERAL CONDITIONS					
1.	Mobilization/Demobilization (Max of 10% of the total Bid Amount for Item A)	1	LS	\$	\$
2.	Bonds and Insurance (Max of 5% of the total Bid Amount for Item A)	1	LS	\$	\$
3.	Erosion Control	1	LS	\$	\$
4.	Maintenance of Traffic	1	LS	\$	\$
5.	Layout and As-Builts by PLS	1	LS	\$	\$
6.	Restoration	1	LS	\$	\$
7.	2" Superpave Asphalt Concrete Traffic B (SP-12.5)	70	TN	\$	\$
8.	Prime Coat	641	SY	\$	\$
9.	8" Limerock Base (LBR100)	641	SY	\$	\$
10.	12" Type B Stabilization Sub-Grade (LBR 40 Min.)	641	SY	\$	\$
11.	Saw-Cut Demo & Remove Existing Asphalt	641	SY	\$	\$
12.	Remove Existing 20" Base & Sub-Grade	641	SY	\$	\$
13.	2" Superpave Asphalt Concrete Traf B (SP-12.5) - School Turn Lane	0	TN	\$	\$
14.	Prime Coat - School Turn Lane	0	SY	\$	\$
15.	8" Limerock Base (LBR 100) - School Turn Lane	0	SY	\$	\$
16.	12" Type B Stabilization Sub-Grade (LBR 40 Min.) - School Turn Lane	0	SY	\$	\$
DECONSTRUCTION AND RECONSTRUCTION OF ROADWAY					
17.	Remove & Replace 4" Concrete Sidewalk	0	SY	\$	\$
18.	FDOT Aluminum Guide Rail	0	LF	\$	\$
SIDEWALK AND GUIDERAIL IMPROVEMENTS					
19.	Remove & Replace Existing Manhole Rim & Adjust	0	EA	\$	\$
20.	Remove & Replace Existing Valve Box Cover & Adjust	0	EA	\$	\$

CITY OF PARKER

ITB 2026-01: CITY OF PARKER - 2025 ROADWAY RESURFACING PROJECTS

Bid Item	Description	Qty	Unit	Cost	Total
BID ALT NO. B.1 - HIGHWAY 22A/BOB LITTLE ROAD (ALTERNATE)					
DRAINAGE AND CURB/GUTTER IMPROVEMENTS					
21.	FDOT Concrete Drop Curb	0	LF	\$	\$
22.	3 Ft. Wide Concrete Flumes, Length 4-8 Ft.	0	EA	\$	\$
23.	Demo & Remove Existing Concrete Ditch Bottom	0	SY	\$	\$
24.	Concrete Ditch Bottom	0	SY	\$	\$
25.	Remove Existing Asphalt Curb/Gutter	0	SY	\$	\$
26.	Remove & Replace Existing Storm Inlet Rim, Grate & Adjust	1	EA	\$	\$
27.	24" RCP Mitered End Section With Grates	0	EA	\$	\$
28.	24" RCP Mitered End Section	0	EA	\$	\$
29.	18" RCP Mitered End Section	0	EA	\$	\$
30.	Rip Rap	0	TN	\$	\$
SIGNAGE AND STRIPING IMPROVEMENTS					
31.	ADA Detectable Warning	0	SF	\$	\$
32.	Thermoplastic Pavement Markings In Accordance With MUTCD Including Edge, Center, Stop Bars, Layout, Rpm's, And Paved Side Street	0	LS	\$	\$
LANDSCAPING AND OTHER IMPROVEMENTS					
33.	Sod	0	SY	\$	\$
34.	Relocate Existing Mailbox	0	EA	\$	\$
Base Bid Amount for Bid Alt #B.1: Alternate for Highway 22A/Bob Little Road					\$

CITY OF PARKER

ITB 2026-01: CITY OF PARKER - 2025 ROADWAY RESURFACING PROJECTS

Bid Item	Description	Qty	Unit	Cost	Total
BID ALT NO. C.1 - NORTH 9TH STREET (ALTERNATE)					
35.	24-inch Concrete Drop Curb	3,080	LF	\$	\$
Base Bid Amount for Bid Alt #C.1: Alternate for North 9 th Street					\$
Total Amount for Bid Alternates					\$

Combined Project Cost if Base Bid + Alternates are Awarded (Bid Items A through C, Bid Alt #B.1 and Bid Alt #C.1)	\$
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BID BOND

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

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

By: _____

Attest: _____

Its: _____

Seal: _____

Acknowledged and subscribed on _____,
before the undersigned authority by _____, as the _____ of the
Corporation named as _____ Principal and with due
authorization of the Corporation.

Notary Public

CITY OF PARKER

ITB 2026-01: CITY OF PARKER - 2025 ROADWAY RESURFACING PROJECTS

SURETY

By: _____

Attest: _____

Countersigned: By: _____

Seal:

Attorney-in-Fact, State of Florida

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Name of BIDDER: _____

Authorized Signature: _____

Printed Name: _____

Title: _____ Date: _____

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

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

ANTI-COLLUSION CLAUSE

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

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____ Date: _____

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

YES _____ NO _____

NAME(S) **POSITION(S)**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Name of BIDDER's firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____ Date: _____

IDENTICAL TIE BIDS/DRUG FREE WORKPLACE

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under BID a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under BID, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____This firm complies fully with the above requirements.

_____This firm does not have a drug free workplace program at this time.

CITY OF PARKER

ITB 2026-01: CITY OF PARKER - 2025 ROADWAY RESURFACING PROJECTS

Name of BIDDER's Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____ Date: _____

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

Contractor Covered Transactions

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

Name of BIDDER: _____

Authorized Signature: _____

Printed Name: _____

Title: _____ Date: _____

By: City of Parker

Signature: _____

Name and Title Recipient's Name: _____

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

The undersigned [BIDDER] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the Award Documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. Section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The BIDDER, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C. Section 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of BIDDER's Authorized Official

Name and Title of BIDDER's Authorized Official Date

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

BIDDER Name: _____

BIDDER FEIN: _____

BIDDER'S AUTHORIZED REPRESENTATIVE NAME AND TIME:

BIDDER'S ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____ E-MAIL: _____

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

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

CERTIFIED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

SUB-CONTRACTORS LIST

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

Subcontractor Name: _____

Subcontractor Address: _____

Work To Be Performed And \$ Amount: _____

Subcontractor Name: _____

Subcontractor Address: _____

Work To Be Performed And \$ Amount: _____

Subcontractor Name: _____

Subcontractor Address: _____

Work To Be Performed And \$ Amount: _____

Subcontractor Name: _____

Subcontractor Address: _____

Work To Be Performed And \$ Amount: _____

Name of BIDDER: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



CONTRACT FORMS

PUBLIC CONSTRUCTION BOND

Bond No. _____ (enter bond number)

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____ between Principal and OWNER for **ITB 2026-01: CITY OF PARKER - 2025 ROADWAY RESURFACING PROJECTS**, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the contract; and
3. Pays OWNER all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that OWNER sustains because of a default by Principal under the contract; and,
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void; otherwise, it remains in full force.

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

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

DATED ON _____,

(Name of Principal)

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

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION:

The OWNER has considered the BIDs submitted in response to its advertised **ITB 2026-01: CITY OF PARKER - 2025 ROADWAY RESURFACING PROJECTS.**

All interested parties are hereby notified that the BID submitted by

_____ for the **ITB 2026-01: CITY OF PARKER - 2025 ROADWAY RESURFACING PROJECTS** has been accepted for the Work described in the Bid Documents in the amounts of

\$ _____

As required by the Instruction to Bidders, please execute the Agreement and furnish the required CONTRACTOR's Certificates of Insurance and Construction Bonds within 15 calendar days from the date of this notice.

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

If you have any questions, please contact Mandy O'Regan, Anchor Consulting Engineering and Inspection, Inc. (OWNER's Representative), moregan@anchorcei.com; (850) 215-1285.

Dated this _____ day of _____, 2026.

CITY OF PARKER

ITB 2026-01: CITY OF PARKER - 2025 ROADWAY RESURFACING PROJECTS

City of Parker

By: _____

Name: Andy Kelly

Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged:

By _____

This the _____ day of _____, 2026.

Name: _____

Title: _____

NOTICE TO PROCEED

DATE: _____

TO: _____

PROJECT: **ITB 2026-01: CITY OF PARKER**
2025 ROADWAY RESURFACING PROJECTS

You are hereby notified to commence Work in accordance with the Agreement dated _____, 2026, on or before _____, 2026. You are to substantially complete the Work within **120** calendar days: therefore, on or before _____, 2026. You shall have **30** days following substantial completion to achieve final completion of all work and all punch list items prepared during the Substantial Completion walkthrough; therefore, final completion of all Work shall be on or before _____, 2026 or **150** calendar days following the date of this Notice to Proceed.

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

BY: **CITY OF PARKER**

Mayor Kelly

Date

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

CONTRACTOR's Name

This the _____ day of _____, 2026.

Signature

By: _____
Type or Print Name

Title: _____

AGREEMENT

This Agreement, dated _____, 2026 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 2026-01: CITY OF PARKER - 2025 ROADWAY RESURFACING PROJECTS.**

1. **Scope of Work**

The OWNER desires to hire CONTRACTOR to provide all necessary labor, supervision, equipment, and supplies for the construction of **ITB 2026-01: CITY OF PARKER - 2025 ROADWAY RESURFACING PROJECTS** ("Project"), to be located within Parker, in accordance with the Drawings and Specifications prepared by Anchor Consulting Engineering and Inspection, Inc., 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 has awarded **ITB 2026-01: CITY OF PARKER - 2025 ROADWAY RESURFACING PROJECTS** as detailed in the Construction Drawings and as summarized by location below:

Lance Drive Improvements:

1. Saw cut and removal of approximately 2,381 square yards of existing asphalt roadway and base/subbase to 20 inches deep.
2. Reconstruction of roadway with 2,381 square yards of 12-inch Type B Stabilization Subgrade, 8-inch limerock base, 2-inch superpave asphaltic concrete (331 tons) and prime coat.
3. Removal and replacement of 3 manhole rims and 3 valve boxes.
4. Relocation of 8 existing mailboxes.

5. Installation of thermoplastic markings.

Highway 22A Improvements:

1. Saw cut and removal of approximately 20,202 square yards of existing asphalt roadway and base/subbase to 20 inches deep.
2. Reconstruction of roadway with 20,202 square yards of 12-inch Type B Stabilization Subgrade, 8-inch limerock base, 2-inch superpave asphaltic concrete (2,806 tons) and prime coat.
3. Construction of School Turn Lane with 400 square yards of 12-inch Type B Stabilization Subgrade, 8-inch limerock base, 2-inch superpave asphaltic concrete (56 tons) and prime coat.
4. Removal and replacement of 8 manhole rims.
5. Relocation of 20 existing mailboxes.
6. Installation of eleven 3-foot-wide concrete flumes.
7. Installation of 900 linear feet of FDOT Concrete Drop Curb.
8. Demolition, removal and replacement of 176 square yards of concrete ditch bottom.
9. Installation of 165 linear feet of FDOT Aluminum Guard Rails.
10. Installation of two 24-inch RCP Mitered End Sections with Grates.
11. Installation of four 24-inch RCP Mitered End Sections.
12. Installation of four 18-inch RCP Mitered End Sections.
13. Installation of 5.7 tons of rip rap.
14. Installation of thermoplastic markings.

North 9th Street Improvements:

1. Saw cut and removal of approximately 6,030 square yards of existing asphalt roadway and base/subbase to 20 inches deep.
2. Reconstruction of roadway with 6,030 square yards of 12-inch Type B Stabilization Subgrade, 8-inch limerock base, 2-inch superpave asphaltic concrete (722 tons) and prime coat.
3. Removal and replacement of 9 manhole rims and 5 valve boxes.
4. Relocation of 32 existing mailboxes.

5. Removal of 750 square yards of existing asphalt curb/gutter.
6. Removal and replacement of 15 square yards of concrete sidewalk.
7. Installation of 1,000 square yards of sod.
8. Installation of 28 square feet of detectable warnings
9. Installation of thermoplastic markings.

Highway 22A Improvements – Bid Alternate B.1:

1. Saw cut and removal of approximately 641 square yards of existing asphalt roadway and base/subbase to 20 inches deep.
2. Reconstruction of roadway with 641 square yards of 12-inch Type B Stabilization Subgrade, 8-inch limerock base, 2-inch superpave asphaltic concrete (70 tons) and prime coat.
3. Removal and replacement of 1 existing storm inlet rim, grate and adjust.
4. Installation of thermoplastic markings.

North 9th Street Improvements – Bid Alternate C.1:

1. Addition of a 3,080 linear feet of 24-inch concrete drop curb.

The term “Contract Documents” within this Agreement and throughout these Specifications of **ITB 2026-01: CITY OF PARKER - 2025 ROADWAY RESURFACING PROJECTS** shall have the generally accepted meaning, including but not limited to:

- A. Plans and Specifications Package.
- B. Bid Form.
- C. Bid Bond.
- D. Anti-Collusion Clause.
- E. Conflict of Interest Disclosure Form.
- F. Identical Tie Bids/Drug Free Workplace.
- G. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
- H. Certification Regarding Lobbying.

CITY OF PARKER

ITB 2026-01: CITY OF PARKER - 2025 ROADWAY RESURFACING PROJECTS

- I. Certification Regarding Scrutinized Companies List
- J. Sub-Contractors List
- K. E-Verify Documentation
- L. FDOT Pre-Qualification Letter
- M. Contractor's response to the ITB.
- N. Contractor's Licensure
- O. Public Construction Bond (Payment and Performance Bond) and related bond documents.
- P. Insurance Requirements.
- Q. Notice of Award.
- R. Notice to Proceed.
- S. Agreement.
- T. Notice of Contest of Claim Against Payment Bond.
- U. Waiver of Right to Claim Against the Payment Bond (Progress Payment).
- V. Waiver of Right to Claim Against the Payment Bond (Final Payment).
- W. Contract Change Orders.
- X. Addenda:

No. __, dated _____, 2026.

No. __, dated _____, 2026.

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

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

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

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

2. Term

This Contract shall commence within 10 calendar days after the date of receipt of the "Notice to Proceed" to CONTRACTOR(s). The CONTRACTOR(s) for each project listed in Item 1 above shall achieve Final Completion of **ALL** Work within **150** calendar days of the required commencement date, except to the extent the period for Final Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work for each project shall be achieved by CONTRACTOR within the time period set forth in the executed Notice to Proceed. The CONTRACTOR agrees to pay the OWNER, liquidated damages, in the sum of \$500.00 for each calendar day that expires after the Contract Time for Final Completion.

3. Contract Price

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

4. Payments

- A. Notwithstanding anything contained herein to the contrary, all payments shall be made in accordance with the Florida Prompt Payment Act of the Florida Statute, Chapter 218.70, et seq.
- B. CONTRACTOR shall use **AIA G702 – Application for Payment Form** for all pay requests to the OWNER.
- C. CONTRACTOR shall submit with the first Application for Payment to the OWNER's designated representative (Anchor Consulting Engineering and Inspection, Inc.), a schedule of values allocated to the various portions of

the Work as directly outlined in the CONTRACTOR's Bid Form, prepared in such form, and supported by such data to substantiate its accuracy as the OWNER shall require from time to time. These schedule of values, unless objected to by the OWNER, shall be used as a basis for reviewing the CONTRACTOR's Applications for Payment.

- D. CONTRACTOR shall submit an Application for Payment to the OWNER's designated representative (Anchor Consulting Engineering and Inspection, Inc.) on or before the 25th of each month, filled out and signed by the CONTRACTOR covering the Work performed since the previous month's Application for Payment. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's Application for Payment.
- E. CONTRACTOR's Application for Payment shall be in such form and contain such detail and backup as the OWNER reasonably may require.
- F. Payment by the OWNER to the CONTRACTOR of the statement amount shall be made within 25 days after the OWNER's designated representative has certified the Application for Payment and submits to the OWNER.
- G. Ten 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.
- H. The retainage, at the discretion of the OWNER, may be reduced to 5% once 50% of the work is completed by the CONTRACTOR.
- I. 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.
- J. 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.

- K. 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.
- L. 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.
- M. The OWNER's designated representative (Anchor Consulting Engineering and Inspection, Inc.) shall review each Application for Payment submitted by the CONTRACTOR and shall make recommendations to the OWNER as to the proper amounts, if any, which may be owed to the CONTRACTOR thereunder. The OWNER shall have the right to refuse to approve payment amounts, or portions thereof, requested by the CONTRACTOR in an Application for Payment, or rescind any amount previously approved, and the OWNER may withhold any payments otherwise due to the CONTRACTOR under this Agreement or any other agreement between the OWNER and CONTRACTOR, to the extent it is reasonably necessary, to protect the OWNER from any expense, cost, or loss attributable to:
- 1) Defective or deficient Work not properly remedied in accordance with the terms of the Contract Documents.
 - 2) The filing or reasonable evidence indicating the probable filing of third-party claims against the OWNER attributable to the fault or neglect of CONTRACTOR.
 - 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.

- N. 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.
- O. In the event that there is a dispute in the amount of the Application for Payment, then only the disputed amount shall be held until resolved and the undisputed amount shall be paid within the time limits as stated within Section 4 – Payment of this Agreement and the progress of the project shall not be interrupted. Both parties agree that best efforts be made to resolve the disputed amount.
- P. The OWNER may reject a payment request, in whole or in part, submitted by the CONTRACTOR if such payment request is not submitted in strict accordance with the requirements of Section 4 – Payments of this Agreement. In such event, the OWNER shall notify the CONTRACTOR in writing within 20 business days after receipt of such Application for Payment that such request for payment, or portion thereof, has been rejected and the reasons for such rejection. If CONTRACTOR resubmits a revised Application for Payment correcting, in the OWNER's unfettered determination, the deficiency specified in the rejection notice, then the OWNER shall pay the CONTRACTOR the corrected portion of the payment request within 10 business days after the date the revised Application for Payment is received and approved by the OWNER.
- Q. 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.
- R. 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.

- S. The acceptance by the CONTRACTOR of final payment shall be and shall operate as a full release and waiver of any and all claims by CONTRACTOR against the OWNER arising out of this Agreement or otherwise relating to **one the individual Projects**, except those identified in writing by the CONTRACTOR as unsettled in its final Application for Payment. Any payment, however, final, or otherwise shall not release the CONTRACTOR or its sureties from any obligations under the Contract Documents. Neither the acceptance of the Work nor payment by the OWNER shall be deemed to be a waiver of the OWNER's right to enforce any obligations of the CONTRACTOR hereunder or to the recovery of damages for defective Work not discovered by the City at the time of final inspection.
- T. 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.
- U. 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 percent (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 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.

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

5. Independent CONTRACTOR

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

6. Contractor's Personnel

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

7. Cooperation

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

8. 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

9. Direct Purchasing

This Agreement does not include direct purchasing requirements.

10. Records / Audits

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

- A. Keep and maintain public records required by the OWNER in order to perform the service.
- B. Upon request from the OWNER's custodian of public records, provide the OWNER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the OWNER.
- D. Upon completion of the Agreement, transfer, at no cost to the OWNER, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the OWNER to perform the service. If the CONTRACTOR transfers all public records to the OWNER upon completion of the contract, the CONTRACTOR shall destroy any duplicate public

records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records.

All records electronically stored must be provided to the OWNER, upon request from the OWNER's custodian of public records in a format that is compatible with the information technology systems of the OWNER.

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

11. 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.

12. 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."

13. 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.

14. Laws, Rules, and Regulations

A. General Laws:

- 1) CONTRACTOR agrees to comply, at its own expense, with all Federal, State, and local laws, codes, statutes, ordinances, rules, administrative orders, regulations, and requirements applicable to the Project, including but not limited to those dealing with safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes).
- 2) If CONTRACTOR observes that the Contract Documents are at variance therewith, it shall promptly notify the OWNER in writing.
- 3) The CONTRACTOR shall give all notices required of it by law and shall comply with all Federal, State, and local laws, ordinances, rules, and regulations governing CONTRACTOR's performance of this Agreement and the preservation of public health and safety.
- 4) Upon request by the OWNER, CONTRACTOR shall provide proof of such compliance to the OWNER.

B. Illegal Alien Labor:

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

- 3) The CONTRACTOR shall pay all cost incurred to initiate and sustain the verification programs.

C. Termination for Cause:

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

15. **Public Entity Crimes Statement**

- A. A person or affiliate who has been placed on the convicted contractor list following a conviction for a public entity crime may not submit a BID on a contract to provide any goods or services to a public entity, may not submit a BID on a contract with a public entity for the construction or repair of a public building or public work, may not submit BIDs on leases of real property to a public entity, may not be awarded or perform work as a contractor, contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted contractor list.
- B. By submission of a proposal in response to this document, the BIDDER certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

16. **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.

17. 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.

18. Warranty

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

19. 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.

20. 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.

21. Hold Harmless and Indemnification

- A. To the maximum extent permitted by Florida law, the CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the State of Florida, the Florida Department of Transportation, and their officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the CONTRACTOR or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the CONTRACTOR hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes..
- B. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the CONTRACTOR to indemnify the OWNER for the negligent acts or omissions of the OWNER, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the CONTRACTOR to indemnify the FDOT for the negligent acts or omissions of FDOT, its officers, agents, or employees, or third parties.
- C. The parties understand and agree that such indemnification by the CONTRACTOR relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter.
- D. The CONTRACTOR's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
- E. If the above indemnity or the defense provisions contained herein or any part of those provisions are limited by Florida Statutes Section 725.06(1), or any other applicable law, then with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of:
 - 1) The monetary value of the Contract,

- 2) Coverage amount of Commercial General Liability Insurance required under the Contract, or
- 3) \$1,000,000.00.

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

22. 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.

23. 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 (see next page):

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.

24. 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**.

25. Successors and Assigns

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

26. 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.

27. 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.

28. Administrative, Contractual, or Legal Remedies

Unless otherwise provided in this contract, all claims, counter-claims, 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.

29. 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:
 - 1) Not less than 10 calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
 - 2) An opportunity for consultation with the terminating party prior to termination.
- B. 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.
- C. If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the CONTRACTOR relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

- D. 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.
- E. 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.
- F. 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.

30. Conflicts

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

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

31. 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.

32. 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 _____, 2026, by _____, as _____ of _____ and with proper authority, and who is personally known by me or produced identification of _____.

Notary Public

Notary Public

**NOTICE OF CONTEST OF CLAIM
AGAINST PAYMENT BOND**

DATE: _____

TO: _____

PROJECT: **ITB 2026-01: CITY OF PARKER**
2025 ROADWAY RESURFACING PROJECTS

You are notified that the undersigned contests your notice of nonpayment, dated _____, 2026 and served on the undersigned on _____, 2026 and that the time within which you may file suit to enforce your claim is limited to 60 days after the date of service of this notice.

CONTRACTOR: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND

(PROGRESS PAYMENT)

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

ITB NO: 2026-01
CITY OF PARKER
2025 ROADWAY RESURFACING PROJECTS
(Project Name)

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

CONTRACTOR: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND

(FINAL PAYMENT)

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

ITB NO: 2026-01
CITY OF PARKER
2025 ROADWAY RESURFACING PROJECTS
(Project Name)

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

CONTRACTOR: _____

By: _____

Printed Name: _____

Title: _____

Date: _____



CONDITIONS AND REQUIREMENTS

GENERAL TERMS AND CONDITIONS

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

5. The Work

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

6. Control of the Work

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

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

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

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

7. Material Control

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

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

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

8. CONTRACTOR Responsibilities

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

- b. The CONTRACTOR shall not permit his equipment to interfere with traffic while such equipment is on or traversing an existing road without coordination with and approval of appropriate officials of the State, County, or City.
- c. The CONTRACTOR shall be responsible for all damages arising out of his use of explosives when deemed necessary in the performance of the Work.
- d. The CONTRACTOR shall preserve from damage all public and private property along the line of construction and adjacent to the Work. If the CONTRACTOR fails to restore such property, the OWNER's Designated Representative, upon written notification, as deemed necessary, may proceed to repair the damaged property and the cost deducted from the contract sum.
- e. Arrangements for utilities to the site shall be accomplished by the CONTRACTOR and in doing same he shall coordinate with the appropriate utilities for the just and proper utilization of any space where construction shall entail the joint use of area under this Work and the utility construction.
- f. Final acceptance will not be given, nor will bond be released unless any and all claims against the CONTRACTOR are paid or the CONTRACTOR has otherwise been relieved of the claim.
- g. Until acceptance of the Work by the OWNER's Designated Representative, the Work shall be under charge and custody of the CONTRACTOR, and he shall take every precaution against injury or damage to the Work by the action of the elements or from other causes.

9. Prosecution and Progress

- a. The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or subsequent agreements of the contract without written consent of the OWNER.
- b. The CONTRACTOR shall commence Work on or after the Notice to Proceed date and shall provide sufficient resources to ensure completion of the Work within the time limit set forth. Should the CONTRACTOR fail to provide sufficient resources to assure timely progress and if he fails to perform the Work within the specified time, the OWNER shall have ground to claim default.

- c. The CONTRACTOR shall schedule his operations to minimize any inconvenience to adjacent businesses or residences. The CONTRACTOR shall take special precautions to restrict his major operations in performing the Work to what is commonly understood to be “normal” or “standard” working hours. Work performed at other periods requires preapproval from the OWNER’s Designated Representative.
- d. The CONTRACTOR shall maintain reasonable access at all times to all businesses and private residences and properties adjacent to the construction area or impacted by the construction.
- e. The OWNER’s Designated Representative shall make provision for and shall schedule a pre-construction conference with the CONTRACTOR and all concerned parties in attendance.
- f. The CONTRACTOR shall provide a detailed schedule to the OWNER within 5 working days after the date of the preconstruction conference. Adherence to the CONTRACTOR’s construction schedule is critical to the residences and businesses impacted by the project. The CONTRACTOR shall give the OWNER 48 hours’ notice of schedule changes and shall submit a new and complete changed schedule. The OWNER will not allow any lane closure or paving operations without 48 hours’ notice. The CONTRACTOR shall give the City Inspector 48 hours’ notice of commencement of all major Work items.
- g. The CONTRACTOR shall assure that all supervisory personnel employed by him/her are fully qualified and competent to properly perform the Work in coordination with other trades at the Work and can perform the Work within the specified periods of time.
- h. The CONTRACTOR shall maintain a competent superintendent at the site at all times while Work is in progress to act as the CONTRACTOR’s agent. The superintendent shall be capable of properly interpreting the Contract Documents and shall be thoroughly experienced in the type of Work being performed. The superintendent shall have full authority to receive instructions from the OWNER’s Designated Representative and to execute the orders or directions of the OWNER’s Designated Representative, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. This superintendent must be at the project site to supervise subcontractors. The superintendent must speak and understand English.

- i. The CONTRACTOR shall designate a responsible person who speaks and understands English, and who is available at or reasonably near the worksite on a 24-hour basis, 7 days a week who is the point of contact during emergencies.
- j. The OWNER's Designated Representative shall have the authority to suspend the Work, wholly, or in part, for such periods as may be deemed necessary due to unsuitable weather or other conditions considered unfavorable for performance of the Work.
- k. The CONTRACTOR may be declared in default for non-progress, by the OWNER's Designated Representative, when the percentage value of dollar Work completed with respect to the total amount of contract is not within 20 percent of the time elapsed versus the total performance period.
- l. The CONTRACTOR may subcontract for Work identified in this solicitation. The CONTRACTOR will be the prime service provider and shall be responsible for all Work performed and contract deliverables. The CONTRACTOR's workforce shall be responsible for at least 51 percent of the Work performed and provide an on-site, full-time job supervisor to manage the day-to-day job site operations and subcontractors. Proposed use of subcontractors should be included in the response to this solicitation.
- m. All goods and services furnished by the CONTRACTOR, relating to the work described within these Specifications, will be warranted to meet or exceed the specifications contained herein for a minimum for 1 year or as indicated in the Contract Documents, whichever is longer. In the event of a breach, the CONTRACTOR will take all necessary action, at CONTRACTOR's expense, to correct such breach in the most expeditious manner possible.

10. Payments and Acceptance

- a. Payment will not be made until the Work invoiced is completed in full. If material or equipment acceptance testing is required, payment will not be made until satisfactory test results as certified by the OWNER's Designated Representative are delivered to the OWNER.
- b. The CONTRACTOR shall accept the compensation as provided in the contract as full payment for furnishing all materials and for performing all Work planned under the contract.

- c. The contract price shall include all labor, equipment, material, tools, and incidentals required for completing the Work.
- d. Subsoil conditions, if presented, must be interpreted within the limits of investigation and the anticipated normal field variances. Claims for unusual conditions or excessive amounts of fill or excavation over original estimates of the Engineer-of-Record or CONTRACTOR shall not be grounds for extra Work clauses or request.
- e. To be paid for all quantities paid by the ton, a City Inspector must verify the delivery and receive a load ticket identifying the truck number, material and quantity of material delivered. The CONTRACTOR shall not haul such materials unless the inspector is on-site. If there has been a change in schedule, the OWNER requires 48 hours' notice to schedule inspectors.
- f. To be paid for all quantities paid by the truckload, the OWNER must have a truck chart for each truck prior to the truck being used for hauling operations. The CONTRACTOR must provide the truck chart to the City Inspector in sufficient time to allow the OWNER to verify all dimensions and volumes shown on the truck chart. A City Inspector must verify the delivery and receive (if available) a load ticket identifying the truck number, material and quantity of material hauled. The CONTRACTOR shall not haul such materials unless the Inspector is on-site. If there has been a change in schedule, the OWNER requires 48 hours' notice to schedule inspectors.
- g. The OWNER's Designated Representative retains the right to cancel portions or expand the scope of Work after a fair and just adjustment is agreed to with the CONTRACTOR.
- h. The CONTRACTOR will receive partial payment based upon the amount of Work completed as determined by the OWNER's Designated Representative, to include stored material. The OWNER will withhold retainage in the amount of 10 percent of the total Work completed at the date of the CONTRACTOR's invoice. The CONTRACTOR may reduce the retainage amount as allowed by Florida Statutes.
- i. Any partial payments will be subject to withholding by the OWNER's Designated Representative pending any unsatisfied claims brought against the CONTRACTOR for labor or materials.

- j. Any partial payments will be subject to withholding by the OWNER's Designated Representative pending any unsatisfied completion or restoration of any assertion for defective or damaged Work or materials.
- k. In the event of dispute regarding amounts due to the CONTRACTOR, the OWNER reserves the right, at any time prior to final payment on the Contract, to audit, or cause to be audited, the CONTRACTOR's original records pertaining to the Work.
- l. Whenever the Work provided for under the Contract has been completely performed by the CONTRACTOR, and the final inspection and final acceptance has been made, and it is proven to the OWNER's Designated Representative that all claims are satisfied, the final payment, being the difference between the contract amount and summation of all previous payment less any penalties assessed, shall be paid to the CONTRACTOR. Upon final payment the CONTRACTOR shall provide the OWNER's Designated Representative a statement that he has been paid all monies due and that the Work was performed in accordance with the Contract Documents.
- m. The payments of subcontractors, material, men, and suppliers shall comply with Section 255.071 of Florida Statutes.
- n. Within 5 Working days following each payment to the CONTRACTOR, the CONTRACTOR shall pay respective amounts allowed by the OWNER for all materials, all equipment installed in the Work, all Work performed by subcontractors to the extent of each subcontractor's interest in the CONTRACTOR's amount of payment.
- o. On monthly invoices subsequent to the first invoice submitted there shall be a signed "Waiver of Right to Claim Against the Payment Bond (Progress Payment)" indicating that invoices for equipment and material supplied and sub-CONTRACTORS have been paid by the CONTRACTOR.
- p. On the final invoice submitted there shall be a signed "Waiver of Right to Claim Against the Payment Bond (Final Payment)" indicating that invoices for equipment and material supplied and subcontractors have been paid by the CONTRACTOR.

- q. Date of final payment shall be the commencement of all warranties and guarantees. If the OWNER reasonably determines that the CONTRACTOR or Vendor has breached any of the warranties provided herein, then the CONTRACTOR or Vendor shall perform the necessary Work to comply with its warranties and shall pay to the OWNER its reasonable costs to investigate and then identify the breach of warranty claim.

INSURANCE REQUIREMENTS

LOSS CONTROL/SAFETY

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

DRUG FREE WORKPLACE REQUIREMENTS

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

INSURANCE - BASIC COVERAGES REQUIRED

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

The OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR's interests or liabilities but are merely minimums.

3. Except for Workers' Compensation and Professional Liability, the CONTRACTOR's insurance policies shall be endorsed to name the OWNER as an additional insured to the extent of the OWNER's interests arising from this Agreement or Contract or lease.
4. Except for Workers' Compensation, the CONTRACTOR waives its right of recovery against the OWNER, to the extent permitted by its insurance policies.
5. The CONTRACTOR's deductibles/self-insured retentions shall be disclosed to the OWNER and may be disapproved by the OWNER. They shall be reduced or eliminated at the option of the OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention.
6. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR, shall be considered primary, and insurance of the OWNER shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the OWNER, Insurance, Certificates of Insurance and any Additional Insurance provisions of this Agreement or Contract or lease.
7. **WORKERS' COMPENSATION COVERAGE**

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

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

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

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

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

10. PRODUCTS/COMPLETED OPERATIONS

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

11. BUSINESS AUTO LIABILITY COVERAGE

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

12. EXCESS OR UMBRELLA LIABILITY COVERAGE

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

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

13. CERTIFICATES OF INSURANCE

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

The OWNER shall be named as an Additional Insured, Primary and Non-Contributory for both General Liability and Business Auto Liability with Waiver of subrogation included with respects to both General Liability and Business Auto.

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

14. RECEIPT OF INSUFFICIENT CERTIFICATES

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

15. ADDITIONAL INSURANCE

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

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

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

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

☐ **Property Coverage for Leases**

The CONTRACTOR shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost and shall include an agreed value endorsement to waive coinsurance.

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

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

☐ **Liquor Liability**

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

☐ **Owners Protective Liability Coverage**

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

☒ **Builders Risk Coverage**

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

exist, flood and earthquake insurance are to be purchased.

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

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

☐ **Installation Floater Coverage**

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

☐ **Motor Truck Cargo Coverage**

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

☐ **Contractor's Equipment Coverage**

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

The Contract may declare self-insurance for CONTRACTOR equipment.

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

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

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

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of

the CONTRACTOR's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

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

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

☐ **Electronic Data Liability Insurance**

The Other Party shall purchase Electronic Data Liability with limits of

☐ **Garage Liability Coverage**

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

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

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

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

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

☐ **Watercraft Liability Coverage**

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

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

☐ **Aircraft Liability Coverage**

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

including owned, non-owned and hired.

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

☐ **Pollution Legal Liability Coverage**

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

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

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

☐ **Jones Act Coverage**

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



TECHNICAL SPECIFICATIONS

**SECTION 01150
MEASUREMENT AND PAYMENT**

PART 1 - SCOPE OF WORK

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

1.02 GENERAL

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

1.03 ESTIMATED QUANTITIES

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

1.04 WORK OUTSIDE AUTHORIZED LIMITS

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

1.05 MEASUREMENT STANDARDS

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

1.06 AREA MEASUREMENTS

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

1.07 LUMP SUM ITEMS

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

1.08 UNIT PRICE ITEM

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

1.09 OTHER PROVISIONS

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

7. Maintaining the existing quality of service during construction.
 8. Appurtenant work as required for a complete and operable system.
- B. Final payment shall not be requested by the CONTRACTOR or made by the OWNER until record drawings have been submitted to the ENGINEER.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.01 BASE BID

A. BID ITEM 1 - MOBILIZATION/DEMobilIZATION

1. This Bid Item only applies to Project A, Project B, Project C, and Project Alternate B.1 of the Bid Forms. Refer to the Bid Forms for more information on each location.
2. Payment for all work included under this Bid Item will be made at the lump sum price bid for mobilization and demobilization of all labor, equipment, materials, and appurtenances necessary for construction of the project.
3. Mobilization shall include all those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities.
4. Also included as part of this Bid Item is the cost for project indemnifications, video and photographs, shop drawings, working drawings, schedules, record drawings and documents, coordination, and phasing and other miscellaneous items associated with the work.
5. Measurement for this Bid Item will be lump sum. The lump sum price for mobilization/demobilization will be limited to 10% of the applicable subcontract bid amount.
6. The CONTRACTOR shall apply for up to but no more than 70% of the mobilization/demobilization lump sum price in the first month's partial payment.
7. The CONTRACTOR shall apply for the remaining 30% of the mobilization/demobilization lump sum with the final partial payment.

B. BID ITEM 2 – BONDS AND INSURANCE

1. This Bid Item only applies to Project A, Project B, Project C, and Project Alternate B.1 of the Bid Forms. Refer to the Bid Forms for more information on each location.
2. Payment for this Bid Item shall be made at the lump sum price bid for all bonds and insurance policies as required by the Contract Documents.
3. Payment will be made only after proper documentation is provided to the ENGINEER. Measurement of this Bid Item shall be lump sum.
4. THIS BID ITEM SHALL NOT EXCEED 5.0% OF THE TOTAL BID AMOUNT FOR INDIVIDUAL PROJECTS (E.G., BID ITEM A, BID ITEM B, BID ITEM C, AND BID ALT ITEM B.1).

C. BID ITEM 3 – EROSION CONTROL

1. This Bid Item only applies to Project A, Project B, Project C, and Project Alternate B.1 of the Bid Forms. Refer to the Bid Forms for more information on each location.
2. Payment for all work included under this Bid Item will be made at the lump sum price bid for all work associated with the prevention, control and abatement of erosion and water pollution in accordance with the contract documents.
3. Payment shall include all items and incidentals necessary to complete the work in conformance with NPDES and other permit requirements.
4. Measurement for work included under this Bid Item will be lump sum.

D. BID ITEM 4 - MAINTENANCE OF TRAFFIC

1. This Bid Item only applies to Project A, Project B, Project C, and Project Alternate B.1 of the Bid Forms. Refer to the Bid Forms for more information on each location.
2. Payment for all work included under this Bid Item will be made at the lump sum price bid for maintenance of traffic in accordance with the FDOT Standards.
3. Payment shall include all maintenance of traffic necessary for construction of the improvements indicated in plans.

4. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.
5. Measurement for the work included under this Bid Item shall be lump sum.

E. BID ITEM 5 – LAYOUT AND AS-BUILTS BY PLS

1. This Bid Item only applies to Project A, Project B, Project C, and Project Alternate B.1 of the Bid Forms. Refer to the Bid Forms for more information on each location.
2. Payment for the work included under this Bid Item shall be made at the lump sum price bid for all work associated with furnishing all layouts of the improvements as well as surveys and preparation of record drawings as required under the contract documents.
3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.
4. Measurement for the work included under this Bid Item shall be lump sum.

F. BID ITEM 6 – RESTORATION

1. This Bid Item only applies to Project A, Project B, Project C, and Project Alternate B.1 of the Bid Forms. Refer to the Bid Forms for more information on each location.
2. Payment for all work included under this bid item will be made as a percentage of work completed for all work related to restoring each area disturbed to pre-construction conditions and shall include seeding or sodding in areas where construction disturbed landscape, removal and replacement of mailboxes, fences, minor drainage improvements, landscaping improvements or other incidental modifications needed to restore the right of way to preconstruction conditions or better, in accordance with the contract documents.
3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.

G. BID ITEM 7 AND BID ITEM 13 – 2-INCH SUPERPAVE ASPHALTIC CONCRETE, TRAF B

1. This Bid Item only applies to Project A, Project B, Project C, and Project Alternate B.1 of the Bid Forms. Refer to the Bid Forms for more information on each location.

2. Payment for this Bid Item will be made at the bid unit price (in Tons) and shall include all labor, materials, and equipment required to surface the roadways of each project noted above as shown on the Contract Drawings.
3. Payment for this Bid Item for Bid Alternate No. B.1 is contingent upon the City's award of the bid alternate of Project B – Highway 22A/Bob Little Road as noted on the Contract Drawings.
4. Payment for the work will be based on the number of units (Tons) completed and accepted by the OWNER or the OWNER'S designee, per the Contract Drawings.

H. BID ITEM 8 THROUGH BID ITEM 12 AND BID ITEM 14 THROUGH BID ITEM 16 – ROADWAY DECONSTRUCTION AND RECONSTRUCTION

1. These Bid Items only apply to Project A, Project B, Project C, and Project Alternate B.1 of the Bid Forms. Refer to the Bid Forms for more information on individual project locations.
2. These Bid Items include the following that can be found for the projects noted in Item H.1 above on each project's Bid Form:
 - a. Bid Item 8: Prime Coat
 - b. Bid Item 9: 8-inch Limerock Base (LBR100)
 - c. Bid Item 10: 12-inch Type B Stabilization Sub-Grade (LBR 40 Min.)
 - d. Bid Item 11: Saw-Cut Demo & Remove Existing Asphalt
 - e. Bid Item 12: Remove Existing 20-inch Base & Sub-Grade
 - f. Bid Item 14: Prime Coat – School Turn Lane
 - g. Bid Item 15: 8-inch Limerock Base (LBR 100) - School Turn Lane
 - h. Bid Item 16: 12-inch Type B Stabilization Sub-Grade (LBR 40 Min.) - School Turn Lane
3. These Bid Items only apply to work required to deconstruct the existing roadway (saw-cut, demolition and removal of roadway and base/sub-base) and reconstruct the new roadway (placement of sub-base and base) for the projects mentioned in Item H.1 for the Bid Items mentioned in Item H.2 above.
4. Payment for this Bid Item will be made at the bid unit price (square yards) and shall include all labor, materials, and equipment required to complete the saw-cutting, demolition and removal of the existing

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roadway as well as the placement of new sub-base and base for the reconstructed roadway for each project noted in Item H.1 above and as shown on the Contract Drawings.

5. Payment for the work will be based on the number of units (square yards) for the individual bid item work completed to deconstruct and reconstruct the roadway, and which has been accepted by the OWNER or the OWNER'S designee, per the Contract Drawings.
6. Payment for this Bid Item for Bid Alternate No. B.1 is contingent upon the City's award of the bid alternate of Project B – Highway 22A/Bob Little Road as noted on the Contract Drawings.
7. Payment for the work shall also include all hauling and tipping fees for the removal of existing roadway, base, and sub-base, as appropriate.

I. BID ITEM 17 AND BID ITEM 18 – REMOVE & REPLACE 4-INCH CONCRETE SIDEWALK AND INSTALL FDOT ALUMINUM GUIDERAIL

1. These Bid Items only apply to Project B and Project C of the Bid Forms. Refer to the Bid Forms for more information on the project location.
2. Payment for this Bid Item will be made at the bid unit price (in square yards or linear feet depending on the Bid Item) and shall include all labor, materials, and equipment required to install an FDOT Aluminum Guide Rail along Highway 22A (Project B) and to remove and replace the 4-inch thick concrete sidewalk along North 9th Street (Project C) as shown on the Contract Drawings.
3. Payment for the work will be based on the number of units (linear feet) of guiderail installed and the number of units (square yards) of concrete sidewalk removed and replaced, which has been accepted by the OWNER or the OWNER'S designee, per the Contract Drawings.
4. Payment for the work should include hauling and tipping fees for the removal of the sidewalk.

J. BID ITEM 19 AND BID ITEM 20 – SEWER IMPROVEMENTS

1. These Bid Items only apply to Project A, Project B, and Project C of the Bid Forms. Refer to the Bid Forms for more information on the project location.
2. Payment for these Bid Items will be made at the bid unit price

(quantity of each) and shall include all labor, materials, and equipment required to remove and replace existing manhole rims (and adjust) as well as remove and replace existing valve box covers (and adjust) as shown on the Contract Drawings.

3. Payment for the work will be based on the number of units for each manhole rim removed and replaced (and adjusted) and each existing valve removed and replaced (and adjusted), which has been accepted by the OWNER or the OWNER'S designee, per the Contract Drawings.
4. Payment for the work should include hauling and tipping fees for the removal of the sidewalk.

K. BID ITEM 21 THROUGH BID ITEM 30 AND BID ITEM 35 – DRAINAGE AND CURB/GUTTER IMPROVEMENTS

1. These Bid Items only apply to Project B, Project C, Bid Alternate No. B.1 and Bid Alternate No. C.1 of the Bid Forms. Refer to the Bid Forms for more information on individual project locations.
2. Payment for these Bid Items will be made at the bid unit price (e.g., linear feet, each, square yards, or tons) and shall include all labor, materials, and equipment required to remove and replace or construct the minor drainage improvements of each project as shown on the Contract Drawings.
3. Payment for the work will be based on the number of units (e.g., linear feet, each, square yards, or tons) for the type of drainage work completed for each of the projects noted in K.1, which has been accepted by the OWNER or the OWNER'S designee, per the Contract Drawings.
4. Payment for this Bid Item for Bid Alternate No. B.1 is contingent upon the City's award of the bid alternate of Project B – Highway 22A/Bob Little Road as noted on the Contract Drawings.
5. Payment for Bid Item 35 is contingent upon the City's award of the Bid Alternate C.1 – North 9th Street to install 3,080 linear feet of 24-inch Concrete Drop Curb along North 9th Street as noted on the Contract Drawings.
6. Payment for the work should include hauling and tipping fees for the removal of the sidewalk.

L. BID ITEM 31 AND BID ITEM 32 – SIGNAGE/STRIPING IMPROVEMENTS

1. These Bid Items only apply to Project A, Project B and Project C of the Bid Forms. Refer to the Bid Forms for more information on individual project locations.
2. Payment for these Bid Items will be made at the bid unit price (e.g., lump sum or square feet) and shall include all labor, materials, and equipment required to install Thermoplastic Pavement Markings (lump sum) and ADA Detectable Warnings (square feet) as noted on the Contract Drawings.
3. Payment for the work will be based on the number of units (e.g., lump sum or square feet) for the type of signage/stripping work completed for each of the projects noted in L.1, which has been accepted by the OWNER or the OWNER’S designee, per the Contract Drawings.

M. BID ITEM 33 AND BID ITEM 34 – LANDSCAPING AND OTHER IMPROVEMENTS

1. These Bid Items only apply to Project A, Project B and Project C of the Bid Forms. Refer to the Bid Forms for more information on individual project locations.
2. Payment for these Bid Items will be made at the bid unit price (e.g., square yards and each) and shall include all labor, materials, and equipment required to install sod or relocate mailboxes as noted on the Contract Drawings.
3. Payment for the work will be based on the number of units (e.g., square yards and each) for the type of work completed for each of the projects noted in M.1, which has been accepted by the OWNER or the OWNER’S designee, per the Contract Drawings.

END OF SECTION 01150

SECTION 02200 EARTHWORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Special Conditions, apply to work of this section.

1.02 DESCRIPTION OF WORK

Definition: "Excavation" consists of removal of material encountered to subgrade elevations indicated and subsequent disposal of materials removed.

1.03 QUALITY ASSURANCE

A. Codes and Standards:

1. Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.

B. Testing and Inspection Service:

1. Employ, at CONTRACTOR's expense, a testing laboratory subject to approval by the ENGINEER to perform soil testing and inspection service for quality control during earthwork operations.

1.04 SUBMITTALS

Test Reports for Excavating:

A. Submit the following reports directly to the ENGINEER from the testing services, with a copy to the CONTRACTOR:

1. Test reports on fill material. (Modified Proctor Tests)
2. Field density test reports. (Modified Proctor Tests)
3. Report of actual unconfined compressive strength and/or results of bearing tests of each strata tested.

1.05 JOB CONDITIONS

A. Existing Utilities:

1. Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations.

2. Should uncharted, or incorrectly charted, piping, or other utilities be encountered during excavation, immediately consult utility owner for directions. Cooperate with OWNER and utility companies in keeping respective services and facilities in operation. The CONTRACTOR shall bear all costs of repairing damaged utilities to the satisfaction of utility owner.
 3. Do not interrupt existing utilities serving facilities occupied and used by the OWNERS or others, during occupied hours, except when permitted in writing by ENGINEER and then only after acceptable temporary utility services have been provided.
 4. Provide a minimum of a 48-hour notice to ENGINEER and receive the notice to proceed before interrupting any utility.
 5. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies for shut-off of services if lines are active.
- B. Use of explosives:
1. The use of explosives is not permitted for this project.
- C. Protection of Persons and Property:
1. Barricade open excavations occurring as part of this work and post with warning lights.
 2. Operate warning lights as recommended by authorities having jurisdiction.
- D. Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- E. Perform excavation within dripline of large trees to remain by hand and protect the root system from damage or dry out in the manner prescribed in sections under "Sitework."

PART 2 - PRODUCTS

2.01 SOILS MATERIALS

- A. Subbase Material:
1. Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, crushed slag, and/or natural or crushed sand.

B. Backfill and Fill Materials:

1. Satisfactory soil materials free of clay, rock, or gravel larger than 2 inches in any dimension, debris, waste, frozen materials vegetable, and other deleterious matter.
2. The fill material should be sand containing little fines.
3. Prior to placing the fill material, the existing material shall be stripped of all soils containing a significant percentage of organics and all loose soils which cannot be readily compacted.
4. If existing materials do not meet these requirements, it may be necessary to backfill with select materials other than those that are stored on the job site.

PART 3 - EXECUTION

3.01 EXCAVATION

- A. Excavation is Unclassified, and includes excavation to subgrade elevations indicated, regardless of character of materials and obstructions encountered.
- B. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of the ENGINEER. Unauthorized excavation, as well as remedial work directed by the ENGINEER, shall be at the CONTRACTOR's expense.
- C. Under footings, foundation bases, or retaining walls, fill unauthorized excavation by extending indicated bottom of elevation of footing or base to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position, when acceptable to the ENGINEER.
- D. Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations of same classifications, unless otherwise directed by the ENGINEER.
- E. Additional Excavation:
1. When excavation has reached required subgrade elevations, notify the ENGINEER who will inspect conditions.
 2. If unsuitable bearing materials are encountered at required subgrade elevations, notify the ENGINEER who will inspect conditions.

3. If unsuitable bearing materials are encountered at required subgrade elevations, carry excavations deeper and replace excavated material as directed by the ENGINEER.
4. Removal of unsuitable material and its replacement as directed will be paid on basis of contract conditions relative to changes in work.

F. Stability of Excavations:

1. Slope sides of excavations to comply with local codes and ordinances having jurisdiction.
2. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated.
3. Slope sides of excavations should be maintained in safe condition until completion of backfilling.

G. Shoring and Bracing:

1. Provide materials for shoring and bracing, such as sheet piling, uprights, stringers, and cross-braces, in good serviceable condition.
2. Establish requirements for trench shoring and bracing to comply with local codes and authorities having jurisdiction.
3. Maintain shoring and bracing in excavations regardless of time period excavations will be open.
4. Carry down shoring and bracing as excavation progresses.

H. Dewatering:

1. Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area. The cost of all dewatering operations including well pointing shall be the responsibility of the CONTRACTOR.
2. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations.
3. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

4. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rainwater and water removed from excavations to collecting or run-off areas.
 5. Do not use trench excavations as temporary drainage ditches.
- I. Material Storage:
1. Stockpile satisfactory excavated materials where directed, until required for backfill or fill.
 2. Place, grade, and shape stockpiles for proper drainage.
 3. Locate and retain soil materials away from edge of excavations. Do not store within drip line of trees indicated to remain.
 4. Dispose of excess soil material and waste materials as herein specified.
- J. Excavation for Structures:
1. Conform to elevations and dimensions shown within a tolerance of ± 0.10 feet and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of service, other construction, and for inspection.
 2. Use caution when excavating footings and foundations, taking care not to disturb bottom of excavation.
 3. Excavate by hand to final grade just before concrete reinforcement is placed.
 4. Trim bottoms to required lines and grades to leave solid base to receive other work.
- K. Excavation for Trenches:
1. Dig trenches to the uniform width required for the particular item to be installed, sufficiently wide to provide ample working room.
 2. Provide 6- to 9-inch clearance on both sides of pipe or conduit and a maximum of a 30-inch total width.
 3. Excavate trenches to depth indicated or required.
 4. Carry depth of trenches for piping to establish indicated flow lines and invert elevations.

5. Keep bottoms of trenches sufficiently below finish grade to avoid freeze-ups anywhere beyond the building perimeter.
6. Carry excavation 6 inches below required elevation and backfill, with a 6-inch layer of crushed stone or gravel prior to the installation of pipe wherever rock is encountered.
7. Do not excavate beyond indicated depths for any pipe or conduit 5 inches or less in nominal size and for flat-bottomed, multiple-duct, conduit units.
8. Excavate bottom cuts by hand to accurate elevations and support pipe or conduit on undisturbed soil.
9. Excavate to the subbase for any pipe or conduit 6 inches or larger in nominal size, as well as for tanks and other mechanical/electrical work indicated to receive subbase: depth indicated, or, if not otherwise indicated, to 6 inches below bottom of work to be supported.
10. Excavate for water bearing pipe so top of pipe is no less than 3'-0" below finished pavement grade, but no less than 2'-6" below finish grade, except as otherwise indicated on the Contract Drawings.
11. Grade bottoms of trenches as indicated, notching under pipe bells to provide solid bearing for entire body of pipe.
12. Backfill trenches with concrete where trench excavations pass within 18 inches of column or wall footings and which are carried below bottom of such footings, or which pass under wall footings.
13. Place concrete to level of bottom of adjacent footing.
14. Use care in backfilling to avoid damage or displacement of pipe systems.

3.02 COMPACTION

A. General:

1. Control soil compaction during construction, providing minimum percentage of density specified for each area classification indicated below.
2. All compaction requirements for this section are specified on the construction plans.

B. Moisture Control:

1. Where subgrade of layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during compaction operations.
2. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
3. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by dicing, harrowing, or pulverizing, until moisture content is reduced to a satisfactory value.

3.03 BACKFILL AND FILL

A. General:

1. Place acceptable soil material in layers to required subgrade elevations, for each area classification listed below:
 - a. In excavations, use satisfactory excavated or borrow material.
 - b. Under grassed areas, use satisfactory excavated or borrow material.
 - c. Under walks and pavements, use subbase material, or satisfactory excavated or borrow material, or a combination of both.
 - d. Under piping and conduit, use subbase material where subbase is indicated under piping or conduit; shape to fit bottom 90 degrees of cylinder.

B. Backfill excavation as promptly as work permits, but not until completion of the following:

1. Acceptance of construction below finish grade.
2. Inspection, testing, approval, and recording locations of underground utilities.
3. Removal of concrete formwork.
4. Removal of shoring and bracing and backfilling of voids with satisfactory materials.

5. Removal of temporary sheet piling driven below bottom of structures and remove in manner to prevent settlement of the structure or utilities or leave in place if required.
6. Removal of trash and debris.
7. Placement of permanent or temporary horizontal bracing on horizontally supported walls.

C. Ground Surface Preparation:

1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills.
2. Plow, strip, or break-up sloped surfaces steeper than 1 vertical to 4 horizontals so that fill material will bond with existing surface.
3. Break-up ground surface, pulverize, moisture-condition to optimum moisture content, and compact to required depth and percentage of maximum density, when existing ground surface has a density less than that specified under "Compaction" for a particular area classification.

D. Placement and Compaction:

1. The lower portion of backfill, to a compacted level of 1 foot above the top of the pipe, shall be hand placed in layers of lifts not to exceed 6 inches of compacted depth and each layer compacted individually by means of hand tampers.
2. Above that level, place lifts in layers not to exceed 12 inches of compacted depth and machine filling and tamping may be used.
3. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content.
4. Compact each lift to required percentage of minimum soil density for each area classification as designated herein.
5. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
6. Place backfill and fill materials evenly adjacent to structures, piping, or conduit to required elevations.

7. Take care to prevent wedging action of backfill against structures or displacement of piping or conduit by carrying material uniformly around structure, piping, or conduit to approximately same elevation in each lift.

3.04 GRADING

A. General:

1. Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surfaces within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grades.

B. Grading Outside Building Lines:

1. Grade areas adjacent to building lines to drain away from structures and to prevent ponding.
2. Finish surfaces free from irregular surface changes, and as follows:
 - a. Lawn or Unpaved Areas:
 - 1) Finish areas to receive topsoil to within not more than 0.10 feet above or below required subgrade elevations.
 - b. Walks:
 - 1) Shape surface of areas under walks to line, grade, and cross-section, with finish surface not more than 0.10 feet above or below required subgrade elevation.
 - c. Pavements:
 - 1) Shape surface of areas under pavement to line, grade, and cross-section, with finish surface not more than ½ inch above or below required subgrade elevations.
 - d. Grading Surface of Fill Under Building Slabs:
 - 1) Grade smooth and even, free from voids, compacted as specified, and to required elevation.
 - 2) Provide final grades within a tolerance of ½ inch when tested with an 10' straightedge.

e. Compaction:

- 1) After grading, compact subgrade surfaces to the depth and indicated percentage for each area classification.

3.05 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction:

1. Provide testing service by a qualified soil testing firm, subject to the ENGINEER's approval, to inspect and approve subgrades and fill layers before further construction work is performed.

B. Paved Areas:

1. Make at least one field density test of subgrade for every 2,000 square feet of paved area but in no case less than three tests, nor less than one test per driveway or crossing.
2. In each compacted fill layer, make one field density test for every 2,000 square feet of paved area but in no case less than three tests nor less than one per driveway or crossing.

C. Non-Paved Areas:

1. Perform at least one field density test per 3,000 square feet of fill per every vertical foot of height and perform at least one field density test per 1,000 feet of pipe installed per every 2 feet of vertical trench depth.
2. If in opinion of the ENGINEER, based on testing service reports and inspection, subgrade or fills which have been placed below are specified density, provide additional compaction and testing at no additional expense.

3.06 MAINTENANCE

A. Protection of Graded Areas:

1. Protect newly graded areas from traffic and erosion.
2. Keep free of trash and debris.

B. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

C. Reconditioning Compacted Areas:

1. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, and compact to required density prior to further construction.

D. Grassed Areas:

1. See Section 02210, "Grassing" for requirements of grassed areas.

3.07 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Disposal of all spoil material resulting from construction shall be the responsibility of the CONTRACTOR.

END OF SECTION

SECTION 02211 SODDING

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Sod Installation

1.02 REFERENCES

- A. ASPA - American Sod Producers Association - Guideline Specifications to Sodding.
- B. FS O-F-241 - Fertilizers, Mixed, Commercial.

1.03 DEFINITIONS

- A. Weeds:
 - 1. Dandelion.
 - 2. Jimsonweed.
 - 3. Quackgrass.
 - 4. Horsetail.
 - 5. Morning Glory.
 - 6. Rush Grass.
 - 7. Mustard.
 - 8. Lambsquarter.
 - 9. Chickweed.
 - 10. Cress
 - 11. Crabgrass
 - 12. Canadian Thistle.
 - 13. Nutgrass.
 - 14. Poison Oak.
 - 15. Blackberry.
 - 16. Tansy Ragwort.
 - 17. Bermuda Grass.
 - 18. Johnson Grass.
 - 19. Poison Ivy.
 - 20. Nut Sedge.
 - 21. Nimble Hill.
 - 22. Bindweed.
 - 23. Bent Grass.
 - 24. Wild Garlic.
 - 25. Perennial Sorrel
 - 26. Brome Grass

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sod on pallets.
- B. Protect exposed roots from dehydration.
- C. Do not deliver more sod that can be laid within 24 hours.

PART 2 - PRODUCTS

2.01 ACCEPTABLE SOD GROWERS

- A. Nurseries and Sod Growers in the surrounding area who have a 5-year record are acceptable.

2.02 MATERIALS

- A. Sod that is:
 - 1. American Sod Producers Association (ASPA) approved.
 - 2. Field grown grade.
 - 3. Cultivated grass sod.
 - 4. Low maintenance with traffic durability.
 - 5. Strong fibrous root system.
 - 6. Free of stone, burned or bare spots.
 - 7. Containing no more than 5 weeds per 1000 square feet.
- B. Approved Sods:
 - 1. Bermuda, (Cynodon Dactylon).

2.03 HARVESTING SOD

- A. Machine cut sod and load on pallets in accordance with ASPA guidelines.
- B. Cut sod in area not exceeding one square yard, with minimum 1/2 inch and maximum one inch topsoil base.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Verify that prepared soil base is ready to receive the work of this Section.
- B. Beginning of installation means acceptance of existing site conditions.

3.02 PREPARATION OF SUBSOIL

- A. Prepare subsoil to eliminate uneven areas and low spots. Maintain lines, levels, profiles, and contours. Make changes in grade gradual. Blend slopes into level areas.
- B. Remove foreign materials and undesirable plants and roots. Do not bury foreign material beneath areas to be sodded. Remove contaminated subsoil.

3.03 LAYING SOD

- A. Moisten prepared surface immediately prior to laying sod.
- B. Lay sod immediately on delivery to site and within 24 hours after harvesting to prevent deterioration.
- C. Lay sod tight with no open joints visible, and no overlapping.
- D. Stagger end joints 12 inches overlapping at a minimum.
- E. Do not stretch or overlap sod pieces.
- F. Lay smooth. Align with adjoining grass areas. Place top elevation of sod 1/2 inch below adjoining paving or curbs.
- G. On slopes 6 inches per foot and steeper, lay sod perpendicular to slope and secure every row with wooden pegs at maximum 2 feet on center. Drive pegs flush with soil portion of sod.
- H. Prior to placing sod, on slopes exceeding 8 inches per foot or where indicated, place wire mesh over topsoil. Securely anchor in place with wood pegs sunk firmly into the ground.
- I. Water sodded areas immediately after installation. Saturate sod to 4 inches of soil.
- J. After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove minor depressions and irregularities.
- K. Sod shall be laid in all disturbed areas as determined by the ENGINEER as well as to "erosion problem" areas. Sod shall be pinned down for stabilization in these areas.

END OF SECTION 02211

SECTION 02960 RESTORATION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

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

PART 2 - PRODUCTS

2.01 SOD

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

2.02 PLANTS AND TREES

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

2.03 MULCH

Match existing mulch.

2.04 WATER

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

2.05 PLANTING MIXTURE

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

2.06 FERTILIZER

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

PART 3 - EXECUTION

3.01 LANDSCAPING RESTORATION

A. Lawn Areas:

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

B. Balled Plants:

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

C. Preparation of Plant Pits:

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

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

D. Setting Plants:

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

E. Water:

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

F. Options as to Methods:

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

G. Fertilizer:

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

H. Tamping:

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

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

3.02 PAVEMENT REPLACEMENT

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

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

- B. Road cuts across City or County roads shall not be cut.
- C. Unless the base is sealed or other temporary paving applied over driveway areas to be repaved, pavement shall be replaced not later than 2 weeks after completion of backfill.

3.03 CURB REMOVAL AND REPLACEMENT

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

3.04 TESTS

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

END OF SECTION

**SECTION 311000
SELECTIVE SITE CLEARING**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes:
 - 1. Protecting existing vegetation to remain.
 - 2. Removing existing trees and other vegetation.
 - 3. Clearing and grubbing.
 - 4. Stripping and stockpiling topsoil.
 - 5. Temporary erosion and sedimentation control measures.

1.03 DEFINITIONS

- A. Subsoil:
 - 1. All soil beneath the topsoil layer of the soil profile and typified by the lack of organic matter and soil organisms.
- B. Surface Soil:
 - 1. Soil that is present at the top layer of the existing soil profile at the project site.
 - 2. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil:
 - 1. Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow.

2. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; and free of subsoil and weeds, roots, toxic materials, or other non-soil materials.

D. Plant-Protection Zone:

1. Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Contract Drawings.

E. Tree-Protection Zone:

1. Area surrounding individual trees or groups of trees to be protected during construction and indicated on Contract Drawings.

F. Vegetation:

1. Trees, shrubs, groundcovers, grass, and other plants.

1.04 MATERIAL OWNERSHIP

- A. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain on OWNER's property, cleared materials shall become CONTRACTOR's property and shall be removed from project site.

1.05 SUBMITTALS

A. Existing Conditions:

1. Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
2. Use sufficiently detailed photographs or videotape.
3. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

1.06 PROJECT CONDITIONS

A. Traffic:

1. Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

2. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from OWNER and authorities having jurisdiction.
 3. Provide alternate routes around closed or obstructed traffic ways if required by OWNER or authorities having jurisdiction.
- B. Protection of Existing Improvements:
1. Provide protections necessary to prevent damage to existing improvements indicated to remain in place including underground utilities.
 2. Protect improvements on adjoining properties and on OWNER's property.
 3. Restore damaged improvements to original condition, as acceptable to parties having jurisdiction.
- C. Utility Locator Service:
1. Notify utility locator service for area where project is located before site clearing.
- D. Do not commence site clearing operations until temporary erosion and sedimentation control and plant-protection measures are in place.
- E. The following practices are prohibited within protection zones:
1. Storage of construction materials, debris, or excavated material.
 2. Parking vehicles or equipment.
 3. Foot traffic.
 4. Erection of sheds or structures.
 5. Impoundment of water.
 6. Excavation or other digging unless otherwise indicated.
 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- F. Do not direct vehicle or equipment exhaust towards protection zones.
- G. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

- H. Perform Soil Stripping, Handling, and Stockpiling only when the topsoil is dry or slightly moist.

1.07 EXISTING SERVICES

- A. Determine exact location of existing services before commencing Work. Indicated locations are approximate.
- B. Arrange and pay for disconnecting, removing, capping, and plugging utility services.
- C. Notify affected utility companies in advance and obtain approval before starting this Work.
- D. Place markers to indicate location of disconnected services.
- E. Identify service lines and capping locations on Project Record Documents.
- F. Restore damaged improvements to original condition, as acceptable to the OWNER.

PART 2 - PRODUCTS

2.01 EROSION – CONTROL MATERIALS

- A. Silt Fence:
 - 1. Commercially available preassembled silt fence structures consisting of industrial grade poly-propylene fence and support netting pre-stapled to poles or silt fence consisting of poly-propylene fabric, wire backing, and metal/wood poles separately as acceptable to the OWNER.
 - 2. Fabric width shall be a minimum of 36 inches wide.
- B. Erosion-Control Blankets:
 - 1. Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh.
 - 2. Include manufacturer's recommended steel wire staples, 6 inches (150 mm) long.
- C. Erosion-Control Fiber Mesh:
 - 1. Biodegradable twisted jute or spun-coir mesh, a minimum of 0.92 pounds per square yard (0.5 kg/sq. m), with 50 to 65 percent to open area.

2. Include manufacturer's recommended steel wire staples, 6 inches (150 mm) long.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated.
- C. Flag each tree trunk at 54 inches (1372 mm) above the ground.

3.02 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion and sedimentation control drawings and requirements of authorities having jurisdiction.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion and sedimentation control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.03 TREE AND PLANT PROTECTION

- A. General:
 1. Protect trees and plants remaining on-site according to contract documents.
- B. Repair and replace trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction operations, in a manner approved by the OWNER.
 1. Employ an Arborist, licensed in jurisdiction where project is located, to submit details of proposed repairs and to repair damage to trees and shrubs.
- C. Remove and replace trees that cannot be repaired and restored to full-growth status, as determined by the qualified Arborist.

1. Provide new trees and vegetation of same size and species, as those being replaced.
2. Plant and maintain as specified by the OWNER.
3. If trees over 6 inches in caliper measurement (taken 12 inches above grade) are required to be replaced, provide new trees of 6-inch caliper size and of species selected by the OWNER.

3.04 EXISTING UTILITIES

- A. OWNER will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing, when requested by CONTRACTOR.
 1. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap utilities indicated to be removed.
 1. Arrange with utility companies to shut off indicated utilities.
 2. OWNER will arrange to shut off indicated utilities when requested by CONTRACTOR.
- C. Locate, identify, and disconnect utilities indicated to be abandoned in place.
- D. Interrupting Existing Utilities:
 1. Do not interrupt utilities serving facilities occupied by the OWNER or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - a. Notify the OWNER not less than 2 days in advance of proposed utility interruptions.
 - b. Do not proceed with utility interruptions without OWNER's written permission.
- E. Excavate for and remove underground utilities indicated to be removed.

3.05 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction and within limits indicated on the Drawings.

- B. Remove such items elsewhere on site or premises as specifically indicated. Removal includes digging out and off-site disposal of stumps and roots.
- C. Cut roots and branches of trees carefully and cleanly of those indicated to be left standing, where such roots and branches could obstruct new construction.
 - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 - 2. Grind down stumps and remove roots, obstructions, and debris to a depth of 18 inches (450 mm) below exposed subgrade.
 - 3. Use only hand methods for grubbing within protection zones.
 - 4. Chip removed tree branches and stockpile in areas approved by OWNER or dispose of off-site
- D. Filling Process:
 - 1. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - 2. Place fill material in horizontal layers not exceeding a loose depth of 8 inches (200 mm) and compact each layer to a density equal to adjacent original ground.
- E. Positive drainage must be maintained or installed by the CONTRACTOR to ensure that stormwater runoff flows to the proper drainage structure or swale.
- F. Restore all areas disturbed by construction activities and which are outside the limits of clearing as indicated on the drawing to their original condition.
- G. The expense for this Work will be borne by the CONTRACTOR.
- H. The Work must be in accordance with the directions of the OWNER.

3.06 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil at all areas to be re-graded, re-surfaced, or paved in a manner to prevent intermingling with underlying subsoil or other waste materials.

1. Remove subsoil and non-soil materials from topsoil, including clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; as well as trash, debris, weeds, roots, and other waste materials.
 2. Where existing trees are indicated to remain, leave existing topsoil in place within drip lines, unless directed otherwise, to prevent damage to root system.
- C. Stockpiles:
1. Stockpile topsoil away from edge of excavations without intermixing with subsoil.
 2. Grade and shape stockpiles to drain surface water.
 3. Cover stockpiles to prevent windblown dust and erosion by water.
 4. Maintain topsoil storage piles separate from other stockpiled soil materials.
 5. Limit height of topsoil stockpiles to 10 feet.
 6. Do not stockpile topsoil within protection zones.
 7. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity indicated to be stockpiled or reused.
 8. Stockpile surplus topsoil to allow for re-spreading deeper topsoil.

3.07 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them from OWNER's property.
- B. Separate recyclable materials produced during site clearing from other non-recyclable materials.
- C. Store or stockpile without intermixing with other materials and transport them to recycling facilities.
- D. Do not interfere with other project work.

END OF SECTION 311000



FDOT SPECIFICATIONS

PLEASE REFER TO THE CONSTRUCTION DRAWINGS AND SPECIFICALLY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) LATEST STANDARD SPECIFICATIONS FOR ROAD AND BRIDGES FY26-27 AND STANDARD PLANS FY 26-27

**(THIS PROJECT WILL ADHERE TO FDOT SPECIFICATIONS
FOR THE TECHNICAL SPECIFICATIONS)**

LINK TO LATEST FDOT STANDARDS IS BELOW

SPECIFICATIONS FOR ROAD AND BRIDGES FY26-27

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/specifications/by-year/fy-2026-27/ebook/fy-2026-27-ebook-compressed.pdf?sfvrsn=be872b87_2

STANDARD PLANS FY 26-27

<https://www.fdot.gov/design/standardplans/current/27>



APPENDIX A

GEOTECHNICAL REPORTS



MAGNUM ENGINEERING INC
GEOTECHNICAL ENGINEERING
CONSULTANTS

GEOTECHNICAL ENGINEERING REPORT

2025 PARKER ROADWAY RESURFACING PROJECT
PARKER, FLORIDA

PREPARED FOR:

Mrs. Elizabeth Moore, P.E.
Anchor CEI
450 Magnolia Avenue
Panama City, Florida 32401

429 FLORIDA AVENUE
LYNN HAVEN, FLORIDA 32444
TELEPHONE (850) 258.0994



MAGNUM ENGINEERING INC
GEOTECHNICAL ENGINEERING
CONSULTANTS

October 20, 2025

Mrs. Elizabeth Moore, P.E.

Anchor CEI

450 Magnolia Avenue

Panama City, Florida 32401

SUBJECT: 2025 Parker Roadway Resurfacing Project – Geotechnical Services

Parker, Florida

Project Number: M125-120-1069

Dear Mrs. Moore:

This letter forwards the results of our Geotechnical services for the subject site located in Parker, Florida. The purpose of the asphalt cores and auger borings were to determine the thickness of the surface course and base material and to identify the subgrade soils present within the existing roadways. Upon completion of our field testing, the samples were brought back to the office for visual inspection, classification and analysis by our engineering staff.

Scope of Services

Our scope of services included performing a total of Fourteen (14) 4-inch diameter asphalt cores and Fourteen (14) 5-feet to 10-feet deep auger borings beneath each core location. The boring locations were white-lined in the field and Sunshine State One Call was notified to locate and mark underground utilities surrounding each proposed core location. The core locations are shown on the attached boring location plan presented as Figure #1. Upon completion of the asphalt cores and hand augers, the holes were backfilled with soil cuttings, compacted, and patched with cold asphalt patch.

Soil Conditions

Beneath the asphalt pavement and base course, the auger borings generally encountered slightly silty fine sands to the boring termination depth of 5.0 feet below existing grade.

The above subsurface descriptions are of a generalized nature, provided to highlight the major soil strata encountered. The Logs of Boring should be reviewed for specific subsurface conditions at each boring location. The stratifications shown on the Logs of Boring represent the subsurface conditions at the actual boring locations only, and variations in the subsurface conditions can and may occur between boring locations and should therefore be expected. The stratifications represent the approximate boundary between subsurface materials, and the transitions between strata may be gradual. Please refer to the attached Logs of Borings presented as Figure #2 for a more detailed description of the soils encountered.

2025 Parker Roadway Resurfacing Project – Geotechnical Services
Parker, Florida
Page 2 of 3

The following Table #1 shows the average thickness of the asphalt cores and base course at each location.

Table #1	
Location	Asphalt and Base Thickness (in inches)
C-1	7/8" Structural – 1 1/4" Leveling Course – 3/4" Structural – 1" ABC
C-2	1/2" Structural – 7/8" Leveling Course – 7/8" Structural – 1" ABC
C-3	5/8" Structural – 1 5/8" Leveling Course – 1 1/2" Structural – 1" LABM
C-4	3/4" Structural – 1" Leveling Course – 3/4" Structural – 1/2" ABC
C-5	7/8" Structural – 1/2" Leveling Course – 1/2" Structural – 5/8" LABM
C-6	3/4" Structural – 7" ABC
C-7	3/4" Structural – 5 1/2" ABC
C-8	1/2" Structural – 7/8" Leveling Course – 3/4" Structural – 4 3/4" ABC
C-9	1 1/4" Structural – 4 3/4" ABC
C-10	1 1/2" Structural – 10 1/2" ABC
C-11	2" Structural – 8 1/4" ABC
C-12	1 1/2" Structural – 9 1/4" ABC
C-13	1 1/2" Structural – 9" ABC
C-14	2 1/2" Structural – 4 3/4" ABC

ABC = Asphalt Base Course

LABM = Large Aggregate Bituminous Mix

Groundwater Conditions

Groundwater was encountered only in borings C-2 at 3.3 feet below existing grade and in C-9 at 3.9 feet below existing grade at the time of drilling (October 2, 2025), which was during a period of slightly below normal seasonal rainfall. Groundwater levels will fluctuate with rainfall and could vary several feet during typical seasonal fluctuations. Larger fluctuations are possible under severe weather conditions.

Recommendations

Based on the existing conditions of each roadway, we recommend either full reclamation of the existing pavement and installing structural overlay consisting of an approved FDOT superpave asphaltic concrete mix design or partial milling the existing pavement, install crack suppressant, leveling course, and then a structural overlay of an approved FDOT superpave asphaltic concrete mix design.

Warranty and Limitations of Study

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied. MEI is not responsible for the independent conclusions, opinions or recommendations made by others based on the field exploration and laboratory test data presented in this report.

Soil conditions at other locations may differ from those encountered in the test borings, and the passage of time may cause the soils conditions to change from those described in this report.

This report is intended for use by the designers of this project. While we have no objections to it being provided for review by parties to this project, it is not a specification document and is not to be used as a part of the specifications. If desired, we can assist in the development of specifications for this project based upon our exploration.

2025 Parker Roadway Resurfacing Project – Geotechnical Services
Parker, Florida
Page 3 of 3

The nature and extent of variation and change in the subsurface conditions at the site may not become evident until the course of construction. Construction monitoring by the geotechnical engineer or his representative is therefore considered necessary to verify the subsurface conditions at the time of construction and to verify the recommendations made in the preparation of this report are properly carried out. If significant variations or changes are in evidence, it may be necessary to reevaluate the recommendations in this report.

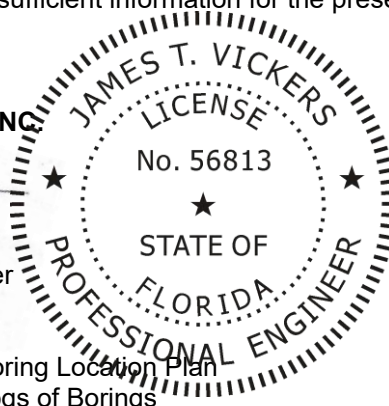
Furthermore, if the project characteristics are altered significantly from those discussed in this report, if the project information contained in this report is incorrect or if additional information becomes available, a review must be made by this office to determine if any modifications in the recommendations will be necessary.

We hope this letter provides sufficient information for the present. If you have any questions or comments, please feel free to call.

Sincerely,

MAGNUM ENGINEERING, INC.

JAMES T. VICKERS, P.E.
Senior Geotechnical Engineer
Florida Registration # 56813



Attachments: Figure #1 – Boring Location Plan
Figure #2 – Logs of Borings

This item has been digitally signed
and sealed by James T. Vickers,
P.E. on 10/20/2025

Printed copies of this document
are not considered signed and
sealed and the signature must be
verified on any electronic copies



MAGNUM ENGINEERING INC
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BORING LOCATION PLAN

FIGURE # 1





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LOGS OF BORINGS

FIGURE # 2



Magnum Engineering, Inc.
429 Florida Avenue
Lynn Haven, FL 32444
Telephone: 850-258-0994

BORING NUMBER C-03

PAGE 1 OF 1

CLIENT	Anchor CEI	PROJECT NAME	Parker Roadway Cores
PROJECT NUMBER	M125-120-1069	PROJECT LOCATION	Parker, Florida
DATE STARTED	10/2/25	COMPLETED	10/2/25
DRILLING CONTRACTOR		GROUND ELEVATION	
DRILLING METHOD	CORE MACHINE/HAND AUGER	HOLE SIZE	
LOGGED BY	B. Vickers	CHECKED BY	J. Vickers
NOTES		GROUND WATER LEVELS:	
		DEPTH TO GROUNDWATER AT TIME OF DRILLING	---
		ESTIMATED SEASONAL HIGH GWT	---
		AFTER DRILLING	---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0.0		Asphalt Structural Course (5/8" Thick)										
		Asphalt Leveling Course (Base Course) (1 5/8" Thick)										
		Asphalt Structural Course (1 1/2" Thick)										
		Large Aggregate Bituminous Mix (1" Thick)										
		Orange/Red Clayey Fine SAND (Base) (3 3/5" Thick) (SC)										
		Tan Slightly Silty Fine SAND (SP-SM)										
2.5												
5.0												
		Boring Termination Depth at 5.0 feet.										

GEOTECH BH COLUMNS PARKER ROADWAY CORES.GPJ GINT STD US LAB.GDT 10/20/25



PAGE 1 OF 1

NOTES AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0.0		Asphalt Pavement (3" Thick)	AU									
		Tan/Orange Clayey Fine SAND (Base) (6 1/2" Thick) (SC)										
		Tan Slightly Silty Fine SAND (SP-SM)										
2.5												
5.0		Boring Termination Depth at 5.0 feet.										

GEOTECH BH COLUMNS PARKER ROADWAY CORES.GPJ GINT STD US LAB.GDT 10/20/25





PAGE 1 OF 1

CLIENT <u>Anchor CEI</u>	PROJECT NAME <u>Parker Roadway Cores</u>
PROJECT NUMBER <u>M125-120-1069</u>	PROJECT LOCATION <u>Parker, Florida</u>
DATE STARTED <u>10/2/25</u> COMPLETED <u>10/2/25</u>	GROUND ELEVATION _____ HOLE SIZE _____
DRILLING CONTRACTOR _____	GROUND WATER LEVELS:
DRILLING METHOD <u>CORE MACHINE/HAND AUGER</u>	DEPTH TO GROUNDWATER AT TIME OF DRILLING <u>---</u>
LOGGED BY <u>B. Vickers</u> CHECKED BY <u>J. Vickers</u>	ESTIMATED SEASONAL HIGH GWT <u>---</u>
NOTES	AFTER DRILLING <u>---</u>

[illegible]

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[illegible]





BORING NUMBER C-12

PAGE 1 OF 1

CLIENT Anchor CEI **PROJECT NAME** Parker Roadway Cores

PROJECT NUMBER M125-120-1069 **PROJECT LOCATION** Parker, Florida

DATE STARTED	COMPLETED	GROUND ELEVATION	HOLE SIZE
--------------	-----------	------------------	-----------

DRILLING CONTRACTOR: _____ **GROUND WATER LEVELS:** _____

DRILLING METHOD CORE MACHINE/HAND AUGER DEPTH TO GROUNDWATER AT TIME OF DRILLING ---

LOGGED BY B. Vickers **CHECKED BY** J. Vickers **ESTIMATED SEASONAL HIGH GWT** ---

NOTES AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0.0		Asphalt Structural Course (1 1/2" Thick) Asphalt Base Course (9 1/4" Thick)	AU									
		Tan/Orange Clayey Fine SAND (Base) (4 3/4" Thick) (SC)										
		Tan Slightly Silty Fine SAND (SP-SM)										
2.5		Light Tan Slightly Silty Fine SAND (SP-SM)										
5.0		Boring Termination Depth at 5.0 feet.										



