Bid Set

Invitation to Bid 2023-01

City of Parker

Roadway Improvements - Phase I

Date of Issue: June 7, 2023

Closing: Tuesday, July 18, 2023 (2:00 p.m. CST)

ITB Coordinator(s):
Taylor Jeffreys, Public Works Administrator
City of Parker
1001 West Park Street, Parker, Florida 32404
and
Mandy O'Regan
Anchor Consulting Engineering and Inspection, Inc.
450 Magnolia Avenue
Panama City, Florida 32401

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INSTRUCTIONS TO BIDDERS

INTRODUCTION

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

A. **Lake Drive Improvements:**

Milling and resurfacing of two segments of the roadway:

1. From 158 linear feet west of North 9th Plaza to North 9th Plaza (approximately 158 linear feet).
2. From North 9th Street to South Highway 22A (approximately 780 linear feet).

The project also includes the removal and reconstruction of the portion of the roadway between North 9th Plaza and North 9th Street (approximately 404 linear feet).

B. **Lance Street Resurfacing (North 11th Street to South Tyndall Parkway):**

Milling and Resurfacing of approximately 1,245 linear feet of existing roadway to match existing grade ensuring a smooth transition

C. **Boatrace Road (North 11th Street to South Tyndall Parkway):**

Milling and Resurfacing of approximately 1,200 linear feet of existing roadway to match existing grade ensuring a smooth transition (Note: Roadway width varies from 23 feet wide to 37 feet wide):

D. **Boatrace Road – Alternate 1 (North 11th Street to South Tyndall Parkway):**

Removal and replacement of approximately 465 linear feet of existing asphalt roadway, base and subbase from STA 00+37 to STA 5+00.

E. **Thornton Lane (East Highway 98 to Soule Drive):**

Milling and Resurfacing of approximately 1,265 linear feet of existing roadway to match existing grade ensuring a smooth transition (Note: Roadway is approximately 21 feet wide).

F. **Thornton Lane (Thornton Lane and Soule Drive Intersection):**

Milling and Resurfacing of existing intersection to match existing grade ensuring a smooth transition.

The Work shall include milling, resurfacing, resurfacing existing turn outs as indicated, striping, protecting and adjusting manholes, protecting valves and other associated features as indicated on the plans.

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-Wide Stormwater Improvements project at the locations referenced above in Parker, Florida.

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

QUALIFICATIONS

The CONTRACTOR shall be a Florida-Licensed General Contractor or Underground Utility Contractor who specializes in storm and 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.

BID DEADLINE/DELIVERY

SEALED BIDS will be received up until **2:00 p.m. (CDT)** on **Tuesday, July 18, 2023**, for **ITB 2023-01 – CITY OF PARKER –ROADWAY IMPROVEMENTS – PHASE I**. Bids will be publicly opened and read aloud at the City Council Meeting on **Tuesday, July 18, 2023 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.

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, Project Administrator with Anchor Consulting Engineering and Inspection, Inc. (moregan@anchorcei.com) is the only point of contact for this ITB. Under no circumstances may a BIDDER contact any City Council Member or other City employee concerning this ITB until after the contract has been awarded. Any such contact may result in disqualification.

QUESTIONS

BIDDERs shall submit all questions, in writing, to Mandy O'Regan via e-mail at moregan@anchorcei.com. All questions shall be submitted no later than **5:00 p.m. (CST) on Friday, July 7, 2023.**

ADDENDA

Addenda issued after the initial specifications are released will be posted on the City's website at www.cityofparker.com. It is the responsibility of the BIDDER prior to submission of any BID to check the City's website above or contact the Owner's Representative, Mandy O'Regan, to verify if any addenda have been issued at moregan@anchorcei.com.

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. BID FORM
3. BID BOND
4. ADDENDUM ACKNOWLEDGEMENT
5. ANTI-COLLUSION CLAUSE
6. CONFLICT OF INTEREST DISCLOSURE FORM
7. IDENTICAL TIE BIDS/DRUG FREE WORKPLACE
8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
9. 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING
10. CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST
11. SUB-CONTRACTORS LIST

LICENSING

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

BID FORM

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

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 County 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 Section119.071(1) and Section 24(a), Article 1 of the State of Florida Constitution, S 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 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 the work be completed in a period of 150 calendar days following receipt of the Notice to Proceed. Should the CONTRACTOR fail to complete the work by the specified date, the OWNER shall deduct from the Contract Sum the amount of $100.00 per calendar day as liquidated damages for every day subsequent to the specified date until the work is fully completed and receipted by the OWNER as being completed.

For purposes of time calculation, day one of the project is 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. Proposed use of subcontracts should be included in the BIDDER's response. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by the OWNER. The OWNER reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

All subcontractors are subject to the same requirements of this solicitation as the AWARDED BIDDER. The AWARDED BIDDER is the single point of contact for all work performed on the awarded project.

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

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

DUTY TO PAY DEFENSE COSTS AND EXPENSES

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

TERMINATION FOR CONVENIENCE

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

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:	Thursday, June 8, 2023, and Thursday, June 29, 2023
Questions Due Date:	Friday, July 7, 2023 (5:00 p.m. CST)
Bid Deadline:	Tuesday, July 18, 2023 (2:00 p.m. CST)
Bids Read Aloud at Council Meeting	Tuesday, July 18, 2023 (5:30 p.m. CST)
Award Recommendation Council Meeting:	Tuesday, August 1, 2023 (5:30 p.m. CST)
Installation Complete:	Within 150 days of Notice to Proceed



GENERAL 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 appropriate listed work items.

1.09 OTHER PROVISIONS

A. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work unless indicated otherwise in the individual Bid Item.

1. 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. Payment for all work included under this Bid Item will be made at the lump sum price bid for mobilization and demobilization of all labor, equipment, materials, and appurtenances necessary for construction of the project.

2. Mobilization shall include all those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities.

3. Also included as part of this Bid Item is the cost for project indemnifications, video and photographs, shop drawings, working drawings, schedules, record drawings and documents, coordination, and phasing and other miscellaneous items associated with the work.

4. Measurement for this Bid Item will be lump sum. The lump sum price for mobilization/demobilization will be limited to 10% of the applicable subcontract bid amount.

5. 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.

6. 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. Payment for this Bid Item shall be made at the lump sum price bid for all bonds and insurance policies as required by the Contract Documents.

2. Payment will be made only after proper documentation is provided to the ENGINEER. Measurement of this Bid Item shall be lump sum.

3. THIS BID ITEM SHALL NOT EXCEED 5.0% OF THE APPLICABLE SUBCONTRACT BID AMOUNT.

C. **BID ITEM 3 – EROSION CONTROL**

1. Payment for all work included under this Bid Item will be made at the lump sum price bid for all work associated with the prevention, control and abatement of erosion and water pollution in accordance with the contract documents.

2. Payment shall include all items and incidentals necessary to complete the work in conformance with NPDES and other permit requirements.

3. Measurement for work included under this Bid Item will be lump sum.

D. **BID ITEM 4 - MAINTENANCE OF TRAFFIC**

1. Payment for all work included under this Bid Item will be made at the lump sum price bid for maintenance of traffic in accordance with the FDOT Standards.

2. Payment shall include all maintenance of traffic necessary for construction of the improvements indicated in plans.

3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.

4. Measurement for the work included under this Bid Item shall be lump sum.

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

1. This Bid Item only applies to certain project locations, refer to individual location 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 – PAINTED PAVEMENT MARKINGS**

1. Payment for all work included under this Bid Item will be made as a percentage of work completed for all work associated with providing painted pavement markings as shown on the plans and shall include painted pavement marking/striping of roadways, crosswalks, thick stop bars, directional arrows, etc. at the locations shown on the Contract Drawings.

2. Payment shall include, but not be limited to striping using standard white and yellow thermoplastic at the dimensions shown on the Contract Drawings.

3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.

G. **BID ITEM – RESTORATION**

1. Payment for all work included under this bid item will be made as a percentage of work completed for all work related to restoring each area disturbed to pre-construction conditions and shall include seeding or sodding in areas where construction disturbed landscape, 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.

2. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.

B. **BID ITEM – DEMOLISH AND RECONSTRUCT ROADWAY**

1. Payment for all work included under this Bid Item will be made as a percentage of work completed for all work related to demo, removal and replacement of the roadway as indicated in the contract documents. This work will include the demolition and removal of existing base course and subgrade material, placement of new base course material, compaction, dewatering (if needed), tack coat and/or prime coat applications, compaction testing, asphalt testing,

minor drainage improvements and other related work needed to complete the work indicated in the contract documents.

2. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.

C. **BID ITEM – MILLING AND RESURFACING**

1. Payment for all work included under this Bid Item will be made as a percentage of work completed for the milling and resurfacing of existing asphalt at locations shown on the Contract Drawings. This line item will include but not be limited to the removal of the existing asphalt, delivery of the asphalt millings to the location indicated in the plans, installation of asphalt, tack coat application, adjusting the sewer manholes and water meter valves, any roadway turn outs or driveways shown on the plans and other work needed to complete the milling and resurfacing as indicated in the Contract Documents.

2. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.

D. **BID ALTERNATE 1 – BOAT RACE ROAD BID ITEM 8 ALTERNATE**

1. Payment for all work included under this bid item will be made as a percentage of work completed for all work related to removing and reconstructing the section of Boatrace Road from Sta 0+35 to Sta 5+00 INSTEAD of milling and resurfacing this section as indicated in Bid Item 8 of the Boatrace Rd Subcontract Base Bid. If selected this Bid Item will replace Item 8 of the Bid.

2. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.

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 Ares:

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 requires 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 IO' 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-sha pe, 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 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 tress 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



FDOT

SPECIFICATIONS

PLEASE REFER TO THE CONSTRUCTION DRAWINGS AND SPECIFICALLY THE FLORIDA DEPARTMENT OF TRANSORTATION (FDOT) 2023-2024 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGES (LINKED BELOW)

(ATTACHED TO THESE SPECIFICATIONS)

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

LINK TO FDOT 2023-2024 STANDARDS IS BELOW

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/specbooks/fy-2023-24/fy2023-24ebook.pdf?sfvrsn=6b69416d_6



ATTACHMENT 1

BID FORMS

(REQUIRED FOR SUBMITTAL WITH BIDS)

BID FORM ITB NO: 2023-01

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 page 2 to complete BID FORM in detail.

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

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

The Unit Contract Price is:

_____($_____)

(Words)

submitted by:

_____

Name of BIDDER Submitting This BID

BID Prepared By:_____

SEAL: (If BID is by Corporation)

_____

Name of Individual Who Prepared This BID

Contact Email: _____

Address:_____

Phone:_____

Signature of Authorized Representative of BIDDER:

_____Date:_____

Bid Item #	Description	Qty	Unit	Cost	Total
A. Lake Drive					
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.	**Painted Pavement Markings/Striping**	1	LS	**$**	**$**
7.	**Restoration**	0	LS	**$**	**$**
PAVEMENT REPLACEMENT SECTION (North 9th Plaza to North 9th Street)					
8.	**Demolish and Reconstruct Roadway (North 9th Plaza to North 9th Street)**	1	LS	**$**	**$**
ASPHALT MILLING AND ASPHALT OVERLAY (EXCLUDING REPLACMENT SECTION)					
9.	**Milling and resurfacing of existing roadway (excluding replacement section)**	1	LS	**$**	**$**
Subcontract Base Bid Amount for Bid Item A: Lake Drive Improvements					**$**

Bid Item #	Description	Qty	Unit	Cost	Total
B. Lance Street (North 11th Street to South Tyndall Parkway – Milling and Resurfacing)					
1.	**Mobilization/Demobilization** (Max of 5% of the total Bid Amount for Item B)	1	LS	**$**	**$**
2.	**Bonds and Insurance** (Max of 5% of the total Bid Amount for Item B)	1	LS	**$**	**$**
3.	**Erosion Control**	1	LS	**$**	**$**
4.	**Maintenance of Traffic**	1	LS	**$**	**$**
5.	**Painted Pavement Markings**	1	LS	**$**	**$**
6.	**Milling and Resurfacing of existing roadway**	1	LS	**$**	**$**
Subcontract Base Bid Amount for Bid Item B– Lance Drive					**$**

Bid Item #	Description	Qty	Unit	Cost	Total
C. Boatrace Road (from North 11th Street to South Tyndall Parkway)					
1.	**Mobilization/Demobilization** (Max of 10% of the total Bid Amount for Item C)	1	LS	**$**	**$**
2.	**Bonds and Insurance** (Max of 5% of the total Bid Amount for Item C)	1	LS	**$**	**$**
3.	**Erosion Control**	1	LS	**$**	**$**
4.	**Maintenance of Traffic**	1	LS	**$**	**$**
5.	**Layout and As-Builts by PLS**	1	LS	**$**	**$**
6.	**Painted Pavement Markings**	1	LS	**$**	**$**
7.	**Restoration**	1	LS	**$**	**$**
8.	**Milling and resurfacing (Sta 0+35 to 5+00)**	1	LS	**$**	**$**
9.	**Milling and resurfacing (Sta 5+00 to Sta 12+33**	1	LS	**$**	**$**
Subcontract Base Bid Amount for Bid Item C– Boatrace Road					**$**
BID ALTERNATE					
8. Alt	**Demolish and Reconstruct Roadway (Sta 0+35 to Sta 5+00)**	1	LS	**$**	**$**

Bid Item #	Description	Qty	Unit	Cost	Total
D. Thornton Lane (East Highway 98 to Soule Drive – Milling and Resurfacing)					
1.	**Mobilization/Demobilization** (Max of 10% of the total Bid Amount for Item D)	1	LS	**$**	**$**
2.	**Bonds and Insurance** (Max of 5% of the total Bid Amount for Item D)	1	LS	**$**	**$**
3.	**Erosion Control**	1	LS	**$**	**$**
4.	**Maintenance of Traffic**	1	LS	**$**	**$**
5.	**Milling and resurfacing**	1	LS	**$**	**$**
6.	**Painted Pavement Markings**	1	LS	**$**	**$**
	Subcontract Bid Amount for Bid Item D– Thornton Lane				**$**

Bid Item #	Description	Qty	Unit	Cost	Total
E. Thornton Lane (Thornton Lane and Soule Drive Intersection – Milling and Resurfacing)					
1.	**Mobilization/Demobilization** (10% of the total contract base bid amount)	1	LS	**$**	**$**
2.	**Bonds and Insurance** (5% of the total contract base bid amount)	1	LS	**$**	**$**
3.	**Erosion Control**	1	LS	**$**	**$**
4.	**Maintenance of Traffic**	1	LS	**$**	**$**
5.	**Painted Pavement Markings**	1	LS	**$**	**$**
6.	**Milling and resurfacing**	1	LS	**$**	**$**
	Subcontract Bid Amount for Bid Item E– Thornton Lane (Thornton Lane and Soule Drive Intersection – Milling and Resurfacing)				**$**

COMBINED TOTAL OF ALL PROJECTS LISTED ABOVE (BID ITEMS A THROUGH E)	
Combined Project Cost	**$**

BID BOND

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

1. The Principal has submitted to the OWNER a certain BID dated _____ _____.

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

By: _____

Attest: _____

Its: _____

Seal: _____

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

Notary Public

SURETY

By:_____

Attest: _____

Countersigned: By:_____

Seal:

Attorney-in-Fact, State of Florida

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO._____DATED _____

ADDENDUM NO._____DATED _____

ADDENDUM NO._____DATED _____

ADDENDUM NO._____DATED _____

ADDENDUM NO._____DATED _____

Name of BIDDER: _____

Authorized Signature: _____

Printed Name: _____

Title:_____Date: _____

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

Call (850) 215-1285 or email Mandy O'Regan, Anchor 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's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under BID a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under BID, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____This firm complies fully with the above requirements.

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

Name of BIDDER's Firm: _____

Authorized Signature: _____

Printed Name: _____

Title:_____ Date: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,

INELIGIBILITY AND VOLUNTARY EXCLUSION

Contractor Covered Transactions

1. The prospective BIDDER of the Recipient,_____, certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the Recipient's contractor is unable to certify to the above statement, the prospective BIDDER shall attach an explanation to this form.

Name of BIDDER: _____

Authorized Signature: _____

Printed Name: _____

Title: _____ Date: _____

By: City of Parker

Signature:_____

Name and Title Recipient's Name: _____

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

_____
Signature of BIDDER's Authorized Official

_____
Name and Title of BIDDER's Authorized Official Date

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

BIDDER Name: _____

BIDDER FEIN: _____

BIDDER'S AUTHORIZED REPRESENTATIVE NAME AND TIME:

_____

BIDDER'S ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____ E-MAIL: _____

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

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

CERTIFIED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

SUB-CONTRACTORS LIST

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

Subcontractor Name: _____

Subcontractor Address: _____

Work To Be Performed And $ Amount: _____

Subcontractor Name: _____

Subcontractor Address: _____

Work To Be Performed And $ Amount: _____

Subcontractor Name: _____

Subcontractor Address: _____

Work To Be Performed And $ Amount: _____

Subcontractor Name: _____

Subcontractor Address: _____

Work To Be Performed And $ Amount: _____

Name of BIDDER: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



ATTACHMENT 2

CONDITIONS AND REQUIREMENTS

GENERAL TERMS AND CONDITIONS

1. Enough detail is given in the BID to describe the item being BID, although not written, full manufacturer's specifications are implied. Manufacturer's specifications take precedent over information within this BID if any discrepancy exists.

2. 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.

   d. This

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 spe5cifications 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 (NWFWMD) 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.



ATTACHMENT 3

CONTRACT FORMS

PUBLIC CONSTRUCTION BOND

Bond No._____(enter bond number)

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____ between Principal and OWNER for **ITB 2023-01: ROADWAY IMPROVEMENTS – PHASE I**, 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 2023-01: ROADWAY IMPROVEMENTS – PHASE I.**

All interested parties are hereby notified that the BID submitted by

_____ for the **CITY OF PARKER - ROADWAY IMPROVEMENTS – PHASE I (ITB 2023-01)** 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_____, 2023.

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_____, 2023.

Name: _____

Title: _____

NOTICE TO PROCEED

DATE: _____

TO: _____

_____

_____

PROJECT: **ITB 2023-01: ROADWAY IMPROVEMENTS – PHASE I**

You are hereby notified to commence Work in accordance with the Agreement dated _____, 2023, on or before _____, 2023. You are to substantially complete the Work within ***120*** calendar days: therefore, on or before_____ _____, 2023. 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 ___ _____, 2023 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_____, 2023.

_____

Signature

By: _____

Type or Print Name

Title: _____

AGREEMENT

This Agreement, dated _____, 2023 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 2023-01: ROADWAY IMPROVEMENTS – PHASE I**.

1. Scope of Work

The OWNER desires to hire CONTRACTOR to provide all necessary labor, supervision, equipment, and supplies for the construction of **ITB 2023-01: ROADWAY IMPROVEMENTS – PHASE I** ("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 2023-01 (ROADWAY IMPROVEMENTS – PHASE I)** as detailed in the Construction Drawings and as summarized by location below:

A. **Lake Drive Improvements:**

Milling and resurfacing of two segments of the roadway:

1. From 158 linear feet west of North 9th Plaza to North 9th Plaza (approximately 158 linear feet).
2. From North 9th Street to South Highway 22A (approximately 780 linear feet).

The project also includes the removal and reconstruction of the portion of the roadway between North 9th Plaza and North 9th Street (approximately 404 linear feet).

B. **Lance Street Resurfacing (North 11th Street to South Tyndall Parkway):**
Milling and Resurfacing of approximately 1,245 linear feet of existing roadway to match existing grade ensuring a smooth transition

C. **Boatrace Road (North 11th Street to South Tyndall Parkway):**
Milling and Resurfacing of approximately 1,200 linear feet of existing roadway to match existing grade ensuring a smooth transition (Note: Roadway width varies from 23 feet wide to 37 feet wide):

D. **Boatrace Road – Alternate 1 (North 11th Street to South Tyndall Parkway):**
Removal and replacement of approximately 465 linear feet of existing asphalt roadway, base and subbase from STA 00+37 to STA 5+00.

E. **Thornton Lane (East Highway 98 to Soule Drive):**
Milling and Resurfacing of approximately 1,265 linear feet of existing roadway to match existing grade ensuring a smooth transition (Note: Roadway is approximately 21 feet wide).

F. **Thornton Lane (Thornton Lane and Soule Drive Intersection):**
Milling and Resurfacing of existing intersection to match existing grade ensuring a smooth transition.

The term "Contract Documents" within this Agreement and throughout these Specifications of **ITB 2023-01: ROADWAY IMPROVEMENTS – PHASE I** 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.

I. Certification Regarding Scrutinized Companies List

J. Sub-Contractors List

K. E-Verify Documentation

L. Public Construction Bond (Payment and Performance Bond) and related bond documents.

M. Contractor's response to the ITB.

N. Insurance Requirements.

O. Notice of Award.

P. Notice to Proceed.

Q. Agreement.

R. Notice of Contest of Claim Against Payment Bond (if required).

S. Waiver of Right to Claim Against the Payment Bond (Progress Payment).

T. Waiver of Right to Claim Against the Payment Bond (Final Payment).

U. Contract Change Orders.

V. Addenda:

No. __, dated_____, 2023.

No. __, dated_____, 2023.

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

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

a. The provisions of this Agreement shall first prevail.

b. The bid form and accompanying bidder submittals shall be next.

c. The RFP and attachments shall be the final priority.

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

2. Term

This Contract shall commence within 10 calendar days after the date of receipt of the "Notice to Proceed" to CONTRACTOR(s). The CONTRACTOR(s) for each project listed in Item 1 above shall achieve Final Completion of the Work within ***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 $100.00 for each calendar day that expires after the Contract Time for Final Completion.

3. Contract Price

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

4. Payments

A. Notwithstanding anything contained herein to the contrary, all payments shall be made in accordance with 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 (10%) retainage shall be held at the discretion of the OWNER; the 10% retainage shall be paid at the completion of the Work. Provided, however, nothing in this Section shall preclude or limit the OWNER's right to withhold payment as otherwise permitted by the terms of the Contract Documents or as permitted by law. Payments of these monthly invoices shall in no way imply approval or acceptance of the Work.

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 10 percent (10%). If there should remain items to be completed, the CONTRACTOR and the OWNER shall list those items required for completion and the CONTRACTOR shall require the retainage of a sum equal to 150% of the estimated cost of completing any unfinished items, provided that said unfinished items are separately listed and the estimated cost of completing any unfinished items likewise separately listed. Thereafter, the CONTRACTOR shall pay to the Subcontractors, monthly the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with each individual Project has been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the 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 Statues, 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. <u>Scrutinized Companies</u>

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. <u>Hold Harmless and Indemnification</u>

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:

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 _____, 2023, 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 2023-01: ROADWAY IMPROVEMENTS – PHASE I**

You are notified that the undersigned contests your notice of nonpayment, dated _____, 2023 and served on the undersigned on _____, 2023 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: 2023-01
CITY OF PARKER
ITB 2023-01: ROADWAY IMPROVEMENTS – PHASE I
(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: 2023-01
CITY OF PARKER
ITB 2023-01: ROADWAY IMPROVEMENTS – PHASE I
(Project Name)

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

CONTRACTOR: _____

By: _____

Printed Name: _____

Title: _____

Date: _____



APPENDIX A

GEOTECHNICAL REPORTS

SOUTHERN EARTH SCIENCES
Geotechnical | Environmental | Materials Testing

PANAMA CITY OFFICE
7500 McElvey Road, Ste. A
Panama City Beach, FL 32408

Tel: (850) 769-4773
Fax: (850) 872-9967
www.soearth.com

Anchor CEI
450 Magnolia Ave
Panama City, FL 32401
Attn: Mr. Harry Davis, EI, / Ms. Elizabeth Moore, PE

January 11, 2022
File No.: P21-0587

Subject: Geotechnical Services for the Proposed Lake Drive Resurfacing Project in Parker, Florida

Dear Mr. Davis / Ms. Moore:

Southern Earth Sciences, Inc., has completed the geotechnical services for the proposed Lake Drive resurfacing project in Parker, Florida. Our services for this project have been performed in general accordance with proposal number XP21-10.18.21-1, dated October 18, 2021. This report presents the results of our field and laboratory testing and includes recommendations with regard to the design and construction of the pavement.

FIELD INVESTIGATIVE PROCEDURES:

Prior to our field testing, boring locations were marked and underground utilities were located by contacting Sunshine State One Call of Florida. For our geotechnical investigation, six (6) hand auger borings were performed within the existing roadway to evaluate the existing pavement and base sections. Test locations were established in the field by using a hand-held GPS and estimating right angles with reference to existing landmarks; therefore, our test locations should be considered approximate. See the attached maps for our approximate test locations.

On November 23, 2021, personnel with our firm traveled to the project site and completed the field testing for the above referenced project. For our geotechnical investigation, six (6) hand auger borings were performed to depths of approximately 2.8 to 5.5 feet below existing pavement grades.

Hand dial penetrometer readings were obtained at one-foot intervals throughout the depth of our hand auger borings. The hand dial penetrometer consists of a 5/8-inch diameter cone point attached to a ½-inch diameter rod. A proving ring with an Ames dial indicator is attached to the top of the rod. As the penetrometer is pushed into the soil, the proving ring deflects indicating resistance to penetration of the cone point and relative compactness of the soil; therefore, the higher the penetrometer reading, the denser the soil.

LABORATORY TESTING PROCEDURES:

Laboratory investigative work consisted of physical examination of samples obtained during the hand auger operation. Soil samples were visually classified in the laboratory in accordance with the Unified Soil Classification System. Evaluation of these samples, in conjunction with penetration resistances have been used to estimate soil characteristics.

Natural Moisture: Four (4) samples were selected for determination of their natural moisture content. In the laboratory, each sample was weighed, dried, and its moisture content was calculated in general accordance with ASTM D2216.

Percent Passing 200 Mesh Sieve: Four (4) samples were selected to determine their percent of materials, by dry weight, finer than the U.S. Number 200 Mesh Sieve. This test was performed in general accordance with ASTM D1140.

The laboratory test results are shown on the boring logs at the depth of the tested sample with grain size distributions included in Appendix C. Abbreviations of laboratory data are shown below:

NM = Natural Moisture Content (%)
-200 = Percent Finer than the U.S. No. 200 Mesh Sieve

SITE AND SOIL CONDITIONS:

The portion of Lake Drive to be resurfaced is approximately 2600 lineal feet, extending from S Hwy 22A to West Street. The road is a typical two-lane paved road, mostly with residential and school traffic. Along most of the roadway, the shoulders slope toward the roadway, there are sidewalks on the north side of the road, with curbing. Typical roadway width is approximately 21-feet. Based upon our in-field observations the existing roadway is in fair condition with areas in poor condition, predominantly with age and block cracking, minor rutting, and a few areas of patches and edge failures. Mostly poor conditions are present between N 9th Street and N 9th Plaza. Fair to poor conditions are present along the eastern side, and mostly fair conditions are present along the western half. We have included pictures of existing roadway conditions at each boring location as well as pictures of the asphalt cores obtained. The logs of our borings are attached. At this time, we have not received topographic information, therefore elevations of our test locations are unknown. Based upon Google Earth, the roadway along the eastern half is around +20 to +22 feet, gradually slopes downward to the west to approximately +15 near the boat launch/parking area, and then slopes downward to the west for the remaining length of the project, near +10 Feet.

The asphalt was cored with a four-inch diamond impregnated concrete masonry bit. The cores were extracted and delivered to our laboratory for further inspection. Based upon the results of our asphalt cores performed along Lake Dr, the asphalt thickness ranged from approximately 2.75 to 4.5 inches, ranging from 2 to 4 layers. The pavement appears to have underwent some overlays and/or reconstructions over its life with various layers of surface treatment, sand-asphalt, Type II, and a structural course. It also appears that the structural course(s) are different mixes, some with large and small aggregate, varying in the amount of binder also. Based upon the results of our borings, we encountered sand-clay base at each location, varying in thickness from approximately 4 to 11-inches. The following Table summarizes the asphalt and base type and thickness at our test locations:

TABLE I: Asphalt Coring Summary

Test Location:	Asphalt Thickness (in.):	No. of Layers	Base	
			Type	Approximate Thickness (in)
B-1	3.75" Total (1" Type S, 2.75" SAHM/Type II)	2	Sand-Clay	11
B-2	3.5" Total (1.25" Type S, 1.5" SAHM/Type II, 0.75" Surface Treatment)	3	Sand-Clay	11
B-3	3.0" Total (1" Type S, 2.0" SAHM/Type II)	2	Sand-Clay	7
B-4	2.75" Total (2.0" Type S, 0.75" SAHM/Type II)	2	Sand-Clay	7
B-5	2.75" Total (Type S)	2	Sand-Clay	4
B-6	4.5" Total (0.5" Type II, 2.5" SAHM, 0.5" Type S, 1.0" SAHM)	4	Sand-Clay	4

The soil survey for this portion of Lake Drive is included in this report. The soil survey indicates the majority of the section of the roadway to be Albany, Lakeland, and Foxworth Snads. This appears to be fairly consistent with our hand auger borings.

In general, the soils encountered throughout the length of the project are sands. The sands vary in color and texture ranging from clean to slightly silty and slightly clayey to clayey sands. The sands are typically medium dense to a depth of five feet below existing pavement. As noted in the table above, clayey sands (sand-clay base) were encountered underlying the pavement at each location, ranging from approximately 4 to 11-inches. The soils encountered

throughout the majority of our test locations were predominantly slightly clayey to clean sands, however, at test location B-4 we encountered trace amounts of organics (small roots) in the sands beneath the base course.

On the dates of our field testing, the groundwater level was measured at the depths indicated on the attached logs, which ranged from approximately 1.7 to 5.4 feet below existing ground surface. Groundwater elevations appear to fall with elevation, however, the western end is closer to the bayou and groundwater levels are influenced by these conditions. Fluctuations in the water table depths will occur due to seasonal precipitation/ evapotranspiration differences and ditch/neighboring drainage influences; therefore, prior to pavement construction we recommend that groundwater levels be verified.

CONCLUSIONS AND RECOMMENDATIONS:

It is our understanding that this portion of Lake Drive will be resurfaced from S Hwy 22A to West Street. The pavement conditions along the roadway are typically fair along the western half, and fair to poor for the remaining length of the project. It should also be considered the groundwater levels are shallower along the eastern third of the project, within the top two to 2.5 feet. The existing distress consists of age and block cracking, minor rutting, and a few areas of patches and edge failures. The cracking, in our opinion, can be attributed primarily to the type of asphalt, variance in asphalt type and thickness, as well as the sand-clay base. It appears the structural course in most cores is fairly thin, less than 1.25-inch, however, at test locations B-4 and B-5, the structural course is thicker. The remaining pavement section is primarily sand-asphalt and type II. While sand-clay may be acceptable as a base for light traffic roads, it has a low bearing ratio compared to larger aggregate bases and yields under heavy sustained traffic loads. Also, sand-clay base is sensitive to changes in moisture content, we anticipate this is the primary reason for the pavement conditions of the western side compared to the eastern side. The sand clay base is likely not influenced by groundwater levels along the western side since the groundwater depths ranged from 4.9 to 5.4 feet on the dates of our field testing, at locations B-, 2, and 3. Another influential factor that may be contributing to the pavement conditions is the heavy sustained truck traffic after Hurricane Michael with the debris trucks/trailers. There are a number of alternatives for roadway resurfacing, however, it will mostly depend on future traffic volume and cost versus performance of the roadway in the future.

The traffic volume along Lake Drive is fairly low, however, has a fair amount of school bus traffic and possibly delivery vehicles. As mentioned above, the western half is in fair condition primarily with age/block cracking and some minor rutting, however, the eastern half is in mostly poor condition with some areas in fair condition. The defects along the eastern section are age/block cracking, rutting, patched areas and some edge failures. We anticipate

the economical alternative for the western half (N 9th Plaza and west) to be milling and resurfacing. Typically, we recommend an overbuild, however, due to the constraints of the curb along the north side of the road, this is likely not an alternative. Asphalt thickness ranges from approximately 3.0 to 3.75-inches, milling depths could extend to a depth of 2.5 to 3.25-inches, based upon location. If the milled area is replaced with an SP-12.5 this may be an economical alternative. However, a bituminous crack relief layer should be incorporated into the design. This would reduce the potential for premature reflective cracking.

However, for the eastern half (n 9th Plaza and east) we believe the most appropriate alternative would be reconstruction, incorporating an aggregate base course. Reconstruction is likely the most expensive alternative, however, with the school traffic and heavier volume along this side, this is an alternative to provide longer serviceable pavement life. Reconstruction should include an aggregate base course, however, groundwater was encountered at depths ranging from 1.7 to 2.5-feet. A limerock base is likely not an appropriate base since it can also be moisture sensitive. A graded aggregate base or reclaimed crushed concrete, meeting FDOT specifications, should be used. We anticipate a minimum base thickness of eight inches, however, the base course should be sized based upon the proposed traffic volume and truck traffic. We also anticipate a minimum asphalt wearing surface (SP-12.5) of 2.5-inches, however, should also be sized based upon the proposed traffic volume and truck traffic. We do not believe full depth reclamation to be a favorable alternative since the pavement and base thicknesses vary. The base section is inconsistent along the length of the project and will also produce an inconsistent reclaimed base section. In addition, the type of asphalt and amount of aggregate varies along this section. Full depth reclamation is likely not the most appropriate alternative.

All materials and methods of placement shall be in accordance with applicable section of the Florida Department of Transportations “Standard Specifications for Road and Bridge Construction”, (latest edition).

GENERAL COMMENTS:

Professional judgments on design criteria are presented in this letter. These are based partly on our evaluations of technical information provided, partly on our understanding of the characteristics of the project being planned, and partly on our general experience with subsurface conditions in the area. We do not guarantee performance of the project in any respect, only that our judgments meet the standard of care of our profession.

This information is exclusively for the use and benefit of the addressee(s) identified on the first page of this report and is not for the use or benefit of, nor may it be relied upon by any other person or entity. The contents of this letter may not be quoted in whole or in part or distributed to any person or entity other than the addressee(s) hereof without, in each case, the advance written consent of the undersigned.

While the borings performed for this project are representative of subsurface soil conditions at their respective locations and for their respective vertical reaches, local variations of the subsurface materials are anticipated and may be encountered. The boring logs and related information are based on the driller's logs and visual examination of selected samples in the laboratory. Delineation between soil types shown on the boring logs is approximate, and soil descriptions represent our interpretation of subsurface conditions at the designated boring location on the particular date drilled.

We appreciate the opportunity to assist you. If you have any questions or if we may be of further assistance, please call at your convenience.

Yours Very Truly,

SOUTHERN EARTH SCIENCE, INC.

Logan A. Fowler, P.E.
Eng. Reg. No. 82343
State of Florida

SES SOUTHERN EARTH SCIENCES



SESI FILE NO: P21-0587	SES SOUTHERN EARTH SCIENCES	DRAWN BY:	RB	FIGURE 1
		CHECKED BY:	LF	
Lake Drive Resurfacing Parker, Bay County, FL		DATE:	12/30/21	APPROXIMATE TEST LOCATIONS
		SCALE:	1:200	



SESI FILE NO: P21-0587	SOUTHERN EARTH SCIENCES	DRAWN BY:	RB	FIGURE 2
		CHECKED BY:	LF	
Lake Drive Resurfacing Parker, Bay County, FL		DATE:	12/30/21	APPROXIMATE TEST LOCATIONS
		SCALE:	1:200	

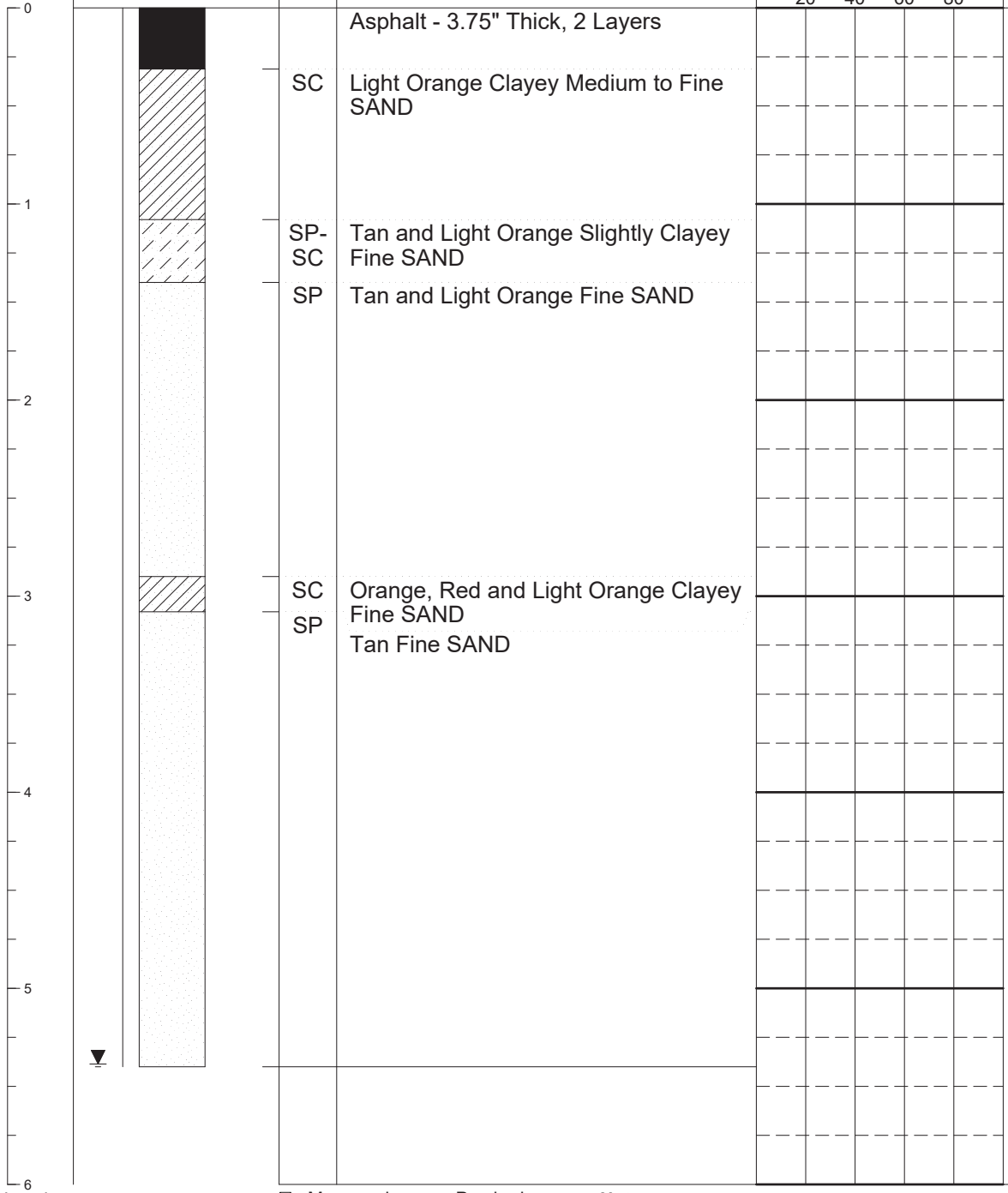

B-1


P21-0587
Lake Dr
Resurfacing
Project
B-1
JOHNSON LEVEL & TOOL MFG. CO. INC.

LOG OF BORING B-1

PROJECT: Lake Drive Resurfacing Project
LOCATION: Parker, Bay Co, FL
PROJECT NO.: P21-0587
DATE: 11/23/21

METHOD: Hand Auger
DRILLER: PC/RB
ENGR / GEOL: LF
SURFACE ELEVATION: Unknown



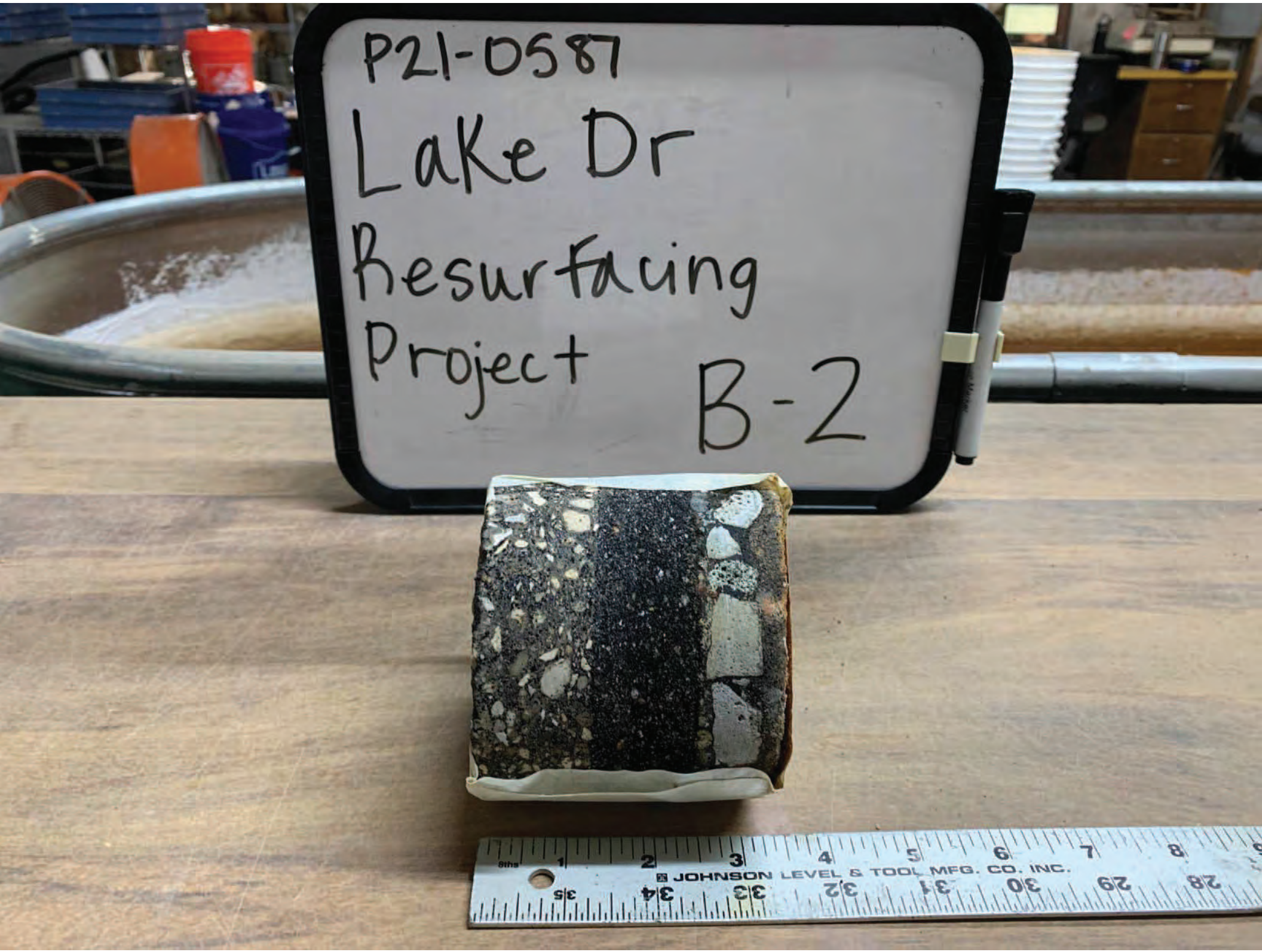
Water Level Est. Seasonal High GWL: ▽ Measured: ▼ Perched: ▼ **Notes:**
Water Observations: Groundwater Measured at 5.4 Feet Below Existing Ground Surface

N - SPT Data (Blows/Ft) P - Pocket Penetrometer (tsf)
Sample Key: SPT Shelby Tube

SOUTHERN EARTH SCIENCES, inc.

LOG OF BORING P21-0587.GPJ SES PC FL.GDT 1/4/22


B-2


P21-0587
Lake Dr
Resurfacing
Project
B-2
JOHNSON LEVEL & TOOL MFG. CO. INC.

LOG OF BORING B-2

PROJECT: Lake Drive Resurfacing Project
LOCATION: Parker, Bay Co, FL
PROJECT NO.: P21-0587
DATE: 11/23/21

METHOD: Hand Auger
DRILLER: PC/RB
ENGR / GEOL: LF
SURFACE ELEVATION: Unknown

LOCATION: Per Plan

Elevation / Depth	Soil Symbols Sampler Symbols and Field Test Data	USCS	MATERIAL DESCRIPTION	▲ N Value (blows/ft) 20 40 60 80 / Atterberg Limits Natural Moisture PL MC LL 20 40 60 80	NATURAL MOISTURE (%)	ATTERBERG LIMITS (%) LIQUID LIMIT LL	PLASTIC LIMIT PL	PLASTICITY INDEX PI	PASSING #200 SIEVE (%)
0			Asphalt - 3.5" Thick, 3 Layers						
		SC	Orange Clayey Medium to Fine SAND						
1		SP	Light Tan Fine SAND						
2									
		SP-SC	Tan and Light Tan Slightly Clayey Fine SAND						
3		SP	Light Tan Fine SAND						
4									
		SP	Tan Fine SAND with Seams of Light Orange Clayey Medium to Fine SAND						
5									
6									

Water Level Est. Seasonal High GWL: ▽ Measured: ▼ Perched: ▼ **Notes:**
Water Observations: Groundwater Not Encountered

N - SPT Data (Blows/Ft) P - Pocket Penetrometer (tsf)
Sample Key: ◪ SPT ■ Shelby Tube

SOUTHERN EARTH SCIENCES, inc.

LOG OF BORING P21-0587.GPJ SES PC FL.GDT 1/4/22

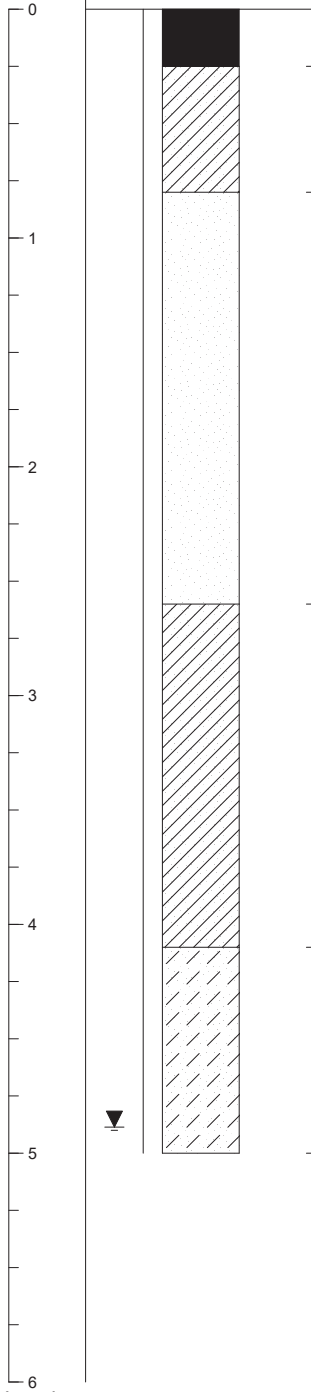

B-3


P21-0587
Lake Dr
Resurfacing
Project
B-3
JOHNSON LEVEL & TOOL MFG. CO. INC.

LOG OF BORING B-3

PROJECT: Lake Drive Resurfacing Project
LOCATION: Parker, Bay Co, FL
PROJECT NO.: P21-0587
DATE: 11/23/21

METHOD: Hand Auger
DRILLER: PC/RB
ENGR / GEOL: LF
SURFACE ELEVATION: Unknown



Soil Symbols Sampler Symbols and Field Test Data	USCS	LOCATION / MATERIAL DESCRIPTION	▲ N Value (blows/ft) 20 40 60 80 / Atterberg Limits Natural Moisture PL MC LL 20 40 60 80	NATURAL MOISTURE (%)	ATTERBERG LIMITS (%) LIQUID LIMIT LL	PLASTIC LIMIT PL	PLASTICITY INDEX PI	PASSING #200 SIEVE (%)
		Per Plan						
		Asphalt - 3.0" Thick, 2 Layers						
	SC	Orange Clayey Medium to Fine SAND	●	11				27
	SP	Tan and Light Tan Fine SAND						
	SC	Tan and Light Orange Clayey Medium to Fine SAND	●	11				16
	SP-SC	Tan and Light Orange Slightly Clayey Medium to Fine SAND						

Water Level Est. Seasonal High GWL: ▽ Measured: ▼ Perched: ▼ **Notes:**
Water Observations: Groundwater Measured at 4.9 Feet Below Existing Ground Surface

N - SPT Data (Blows/Ft) P - Pocket Penetrometer (tsf)
Sample Key: ◪ SPT ■ Shelby Tube

SOUTHERN EARTH SCIENCES, inc.

LOG OF BORING P21-0587.GPJ SES PC FL.GDT 1/4/22

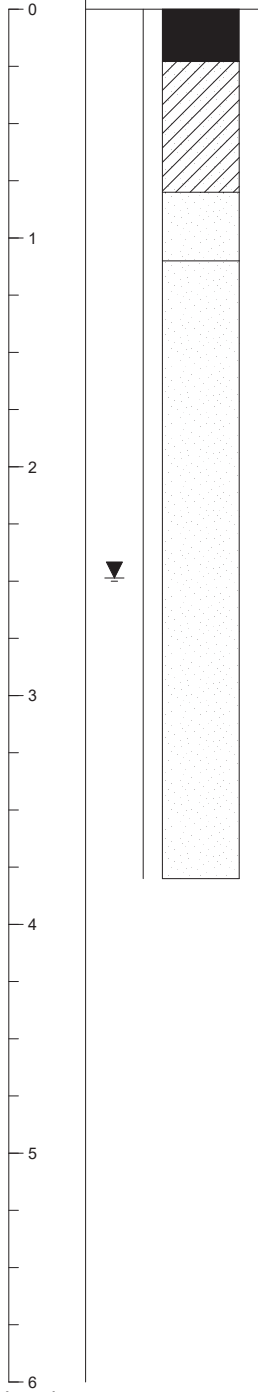

B-4


P21-0587
Lake Dr
Resurfacing
Project
B-4
JOHNSON LEVEL & TOOL MFG. CO. INC.

LOG OF BORING B-4

PROJECT: Lake Drive Resurfacing Project
LOCATION: Parker, Bay Co, FL
PROJECT NO.: P21-0587
DATE: 11/23/21

METHOD: Hand Auger
DRILLER: PC/RB
ENGR / GEOL: LF
SURFACE ELEVATION: Unknown



Soil Symbols Sampler Symbols and Field Test Data	USCS	LOCATION: Per Plan MATERIAL DESCRIPTION	▲ N Value (blows/ft) 20 40 60 80 Atterberg Limits Natural Moisture PL MC LL 20 40 60 80	NATURAL MOISTURE (%)	ATTERBERG LIMITS (%) LIQUID LIMIT LL	PLASTIC LIMIT PL	PLASTICITY INDEX PI	PASSING #200 SIEVE (%)
		Asphalt - 2.75" Thick, 2 Layers						
	SC	Orange Clayey Medium to Fine SAND	●	10				22
	SP	Tan Fine SAND with Trace Organics						
	SP	Tan Fine SAND						

Water Level Est. Seasonal High GWL: ▽ Measured: ▼ Perched: ▼ **Notes:**
Water Observations: Groundwater Measured at 2.5 Feet Below Existing Ground Surface

N - SPT Data (Blows/Ft) P - Pocket Penetrometer (tsf)
Sample Key: ◪ SPT ■ Shelby Tube

SOUTHERN EARTH SCIENCES, inc.

LOG OF BORING P21-0587.GPJ SES PC FL.GDT 1/4/22

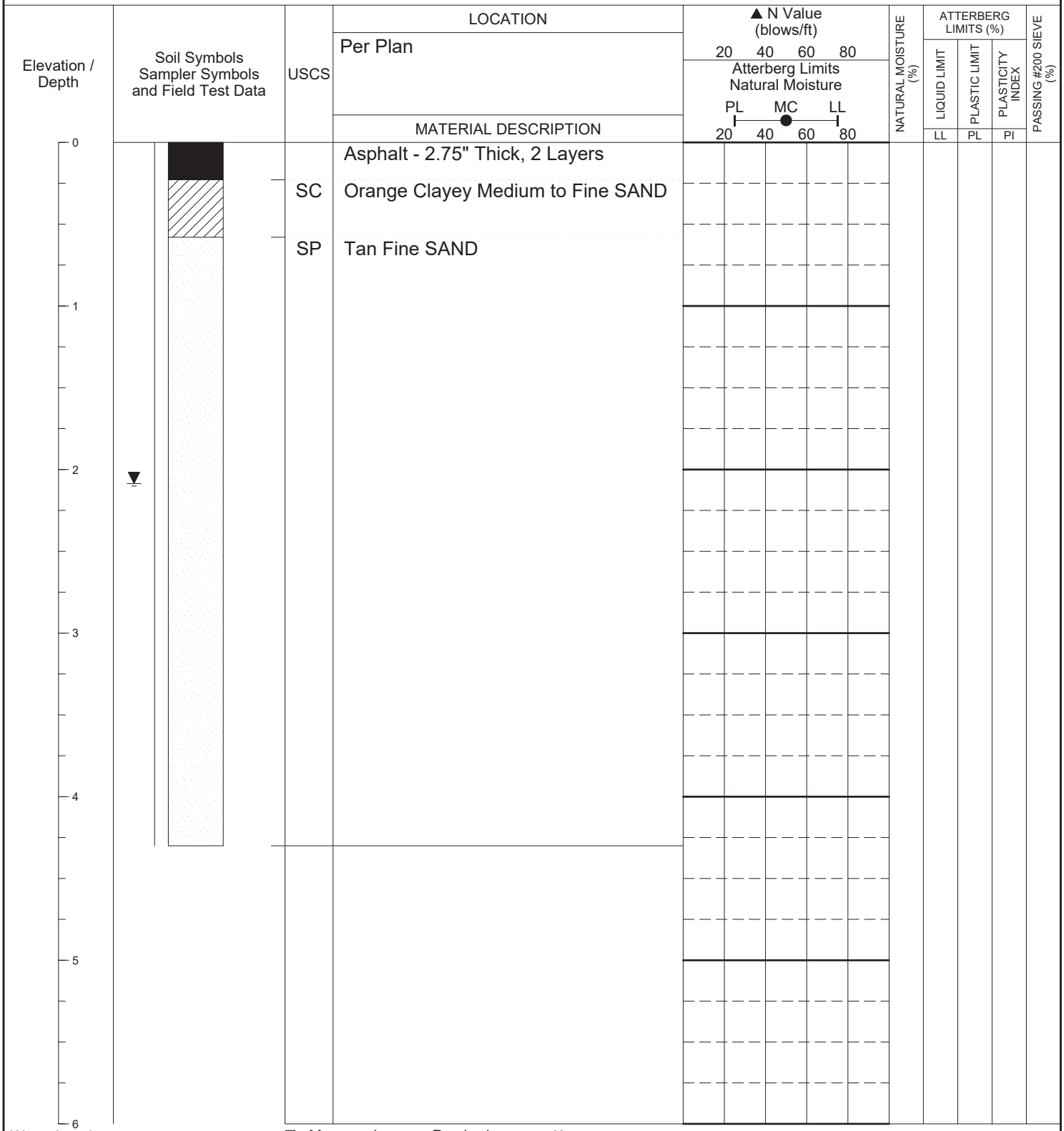

B-5


P21-0587
Lake Dr
Resurfacing
Project
B-5
JOHNSON LEVEL & TOOL MFG. CO. INC.

LOG OF BORING B-5

PROJECT: Lake Drive Resurfacing Project
LOCATION: Parker, Bay Co, FL
PROJECT NO.: P21-0587
DATE: 11/23/21

METHOD: Hand Auger
DRILLER: PC/RB
ENGR / GEOL: LF
SURFACE ELEVATION: Unknown



Water Level Est. Seasonal High GWL: ▽ Measured: ▼ Perched: ▼ **Notes:**
Water Observations: Groundwater Measured at 2.1 Feet Below Existing Ground Surface

N - SPT Data (Blows/Ft) P - Pocket Penetrometer (tsf)
Sample Key: SPT Shelby Tube

SOUTHERN EARTH SCIENCES, inc.

LOG OF BORING P21-0587.GPJ SES PC FL.GDT 1/4/22

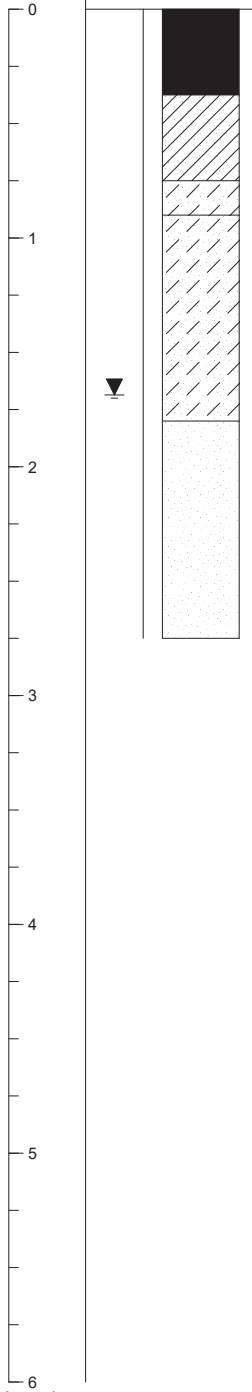

B-6


P21-0587
Lake Dr
Resurfacing
Project
B-6
JOHNSON LEVEL & TOOL MFG. CO. INC.

LOG OF BORING B-6

PROJECT: Lake Drive Resurfacing Project
LOCATION: Parker, Bay Co, FL
PROJECT NO.: P21-0587
DATE: 11/23/21

METHOD: Hand Auger
DRILLER: PC/RB
ENGR / GEOL: LF
SURFACE ELEVATION: Unknown



Elevation / Depth	Soil Symbols Sampler Symbols and Field Test Data	USCS	LOCATION: Per Plan MATERIAL DESCRIPTION	▲ N Value (blows/ft) 20 40 60 80 Atterberg Limits Natural Moisture PL MC LL 20 40 60 80	NATURAL MOISTURE (%)	ATTERBERG LIMITS (%) LIQUID LIMIT LL	PLASTIC LIMIT PL	PLASTICITY INDEX PI	PASSING #200 SIEVE (%)
0			Asphalt - 4.5" Thick, 4 Layers						
		SC	Orange Clayey Medium to Fine SAND						
1		SP-SC	Light Brown Slightly Clayey Fine SAND						
		SP-SC	Light Brown and Gray Slightly Clayey Fine SAND						
2		SP	Tan Fine SAND						
3									
4									
5									
6									

Water Level Est. Seasonal High GWL: ▽ Measured: ▼ Perched: ▼ **Notes:**
Water Observations: Groundwater Measured at 1.7 Feet Below Existing Ground Surface

N - SPT Data (Blows/Ft) P - Pocket Penetrometer (tsf)
Sample Key: ◪ SPT ■ Shelby Tube

SOUTHERN EARTH SCIENCES, inc.

LOG OF BORING P21-0587.GPJ SES PC FL.GDT 1/4/22



Map Scale: 1:4,210 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 50 100 200 300

Feet: 0 200 400 800 1200

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Bay County, Florida
Survey Area Data: Version 21, Sep 7, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 18, 2015—Mar 7, 2015

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
1	Albany sand, 0 to 2 percent slopes	1.5	35.1%
9	Lakeland sand, 0 to 5 percent slopes	2.1	47.7%
21	Foxworth sand, 5 to 8 percent slopes	0.7	17.1%
Totals for Area of Interest		**4.4**	**100.0%**

Important Information About Your

Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

The following information is provided to help you manage your risks.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you —* should apply the report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; ***none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.***

Rely, on Your ASFE-Member Geotechncial Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you ASFE-member geotechnical engineer for more information.

ASFE
The Best People on Earth

8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@asfe.org www.asfe.org

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IIGER06045.0M



MAGNUM ENGINEERING INC

GEOTECHNICAL ENGINEERING CONSULTANTS

GEOTECHNICAL ENGINEERING REPORT

PARKER ROAD IMPROVEMENTS – UPDATED REPORT
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

April 5, 2023

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

SUBJECT: Parker Road Improvements – Geotechnical Services – Updated Report
Parker, Florida
Project Number: M123-120-697

Dear Mrs. Moore:

This letter forwards the results of our Geotechnical services on Lake Drive, Lance Drive, Boat Race Road, and Thorton Lane in Parker, Florida. It is our understanding that the existing roadways will be reconstructed or resurfaced in the near future.

The subsurface exploration was conducted to provide information needed in the design of an effective pavement section for resurfacing the roadways. The following report presents the results of our study as well as our evaluation and recommendations pertaining to the geotechnical aspects of the project. Upon completion of our field testing, the samples were brought back to the office for visual inspection, classification, and analysis by our engineering staff.

Project Information

A total of Ten (10) 4-inch diameter asphalt cores and patch and Ten (10) 5-feet deep hand auger borings were performed at the approximate locations shown on the attached Boring Location Plans identified as Figure #1. The purpose of the asphalt cores and hand auger borings were to determine the existing asphalt pavement and base course thickness as well as determine subgrade material.

Upon completion of our field testing, the samples were brought back to the office for visual inspection, classification and analysis by our engineering staff.

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 feet below existing grade with the exception of a peat material encountered in boring C-10 between 2.0 feet and 2.5 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 for detailed information of the pavement, base, and soils encountered. Table #1 below shows the asphalt and base thickness at each location.

TABLE#1

Location Number	Asphalt Thickness (inches)	Base Thickness (inches)
C-1 – Lake Drive	2 ¼ " (ABC) 1" (S-3) ¾ " (ABC)	Orange Clayey Fine SAND Base (6" Thick)
C-2 – Lake Drive	1" (S-3) 1" (ABC) ½" (S-3) 1 ½" (ABC)	Orange Clayey Fine SAND Base (6" Thick)
C-3 – Lance Drive	1 5/8" (SP-12.5) 1 3/8" (S-1) 1 3/8" (ABC)	No Base
C-4 – Lance Drive	1 ¼" (S-1) 2" (ABC)	Orange Clayey Fine SAND Base (6" Thick)
C-5 – Lance Drive	3" (S-3)	Tan Silty Fine SAND Base (4" Thick)
C-6 – Boat Race Road	3 ½" (ABC)	Dark Brown Slightly Silty Fine SAND with SHELL (6" Thick)
C-7 – Boat Race Road	2 ½" (S-3) 4 ½" (S-1)	No Base
C-8 – Thorton Lane	¾" (S-3) 1" (ABC)	Orange Clayey Fine SAND Base (6" Thick)
C-9 – Thorton Lane	1 ½" (ABC) 1 ¼" (S-3) 1" (ABC)	Orange Clayey Fine SAND Base (6" Thick)
C-10 – Thorton Lane	2" (ABC) 1" (S-3) 1 ½" (ABC)	Orange Clayey Fine SAND Base (6" Thick)

Groundwater Conditions

Groundwater was encountered from 2.2 feet to greater than 5.0 feet below existing grade at the time of drilling (March 3, 2023), which was during a period of 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. Please refer to the below Table for groundwater conditions at each location.

GROUNDWATER DATA

TEST LOCATION	DEPTH TO EXISTING GROUNDWATER TABLE (ft)	DEPTH TO ESTIMATED SEASONAL HIGH GROUNDWATER TABLE (ft)
C-1	>5.0 feet	4.0 feet
C-2	3.8 feet	2.5 feet
C-3	4.8 feet	3.5 feet
C-4	2.9 feet	1.7 feet
C-5	3.3 feet	2.0 feet
C-6	2.6 feet	1.3 feet
C-7	2.2 feet	1.8 feet
C-8	3.8 feet	2.5 feet
C-9	2.8 feet	1.5 feet
C-10	2.6 feet	1.3 feet

We recommend that the Contractor verify the actual groundwater levels at the time of construction to determine potential impacts groundwater will have on construction procedures.

Pavement Recommendations

Based upon our the results of our field testing and visual observations of the existing roadways, we recommend either milling and re-surfacing the roadways or reclaiming the existing asphalt pavements on the roadways and mixing with the existing subgrade soils. Upon completion of the milling or reclamation efforts, we recommend an overlay with a structural asphaltic concrete as specified below. To extend the life of the roadways, we recommend that efforts be made to make sure the shoulders are re-worked to provide positive drainage away from the pavement.

Without benefit of traffic loads, volumes, and serviceability parameters, a pavement section cannot be designed. However, typical roadways in the local area generally consist of a minimum of 1½ inches of FDOT Superpave Mix SP-12.5 or SP-9.5 asphaltic concrete and a minimum of 6 inches of base.

The above recommended pavement sections represent minimum design thicknesses and, as such, periodic maintenance should be anticipated. Also, these recommended pavement sections should be confirmed or modified by your Civil Engineer, based on actual traffic and the owner's requirements. The pavement section materials and construction should comply with the Florida DOT and local municipality requirements.

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.

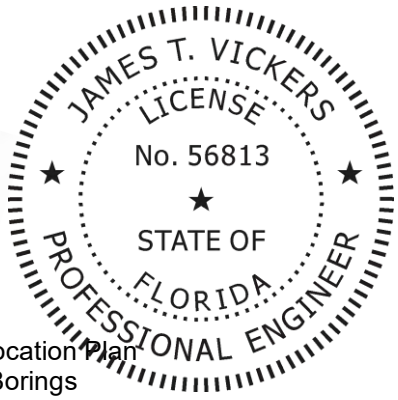
This report is intended for use by the designers of this project. While we have no objections to it being provided for review by parties to this project, it is not a specification document and is not to be used as a part of the specifications. If desired, we can assist in the development of specifications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

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

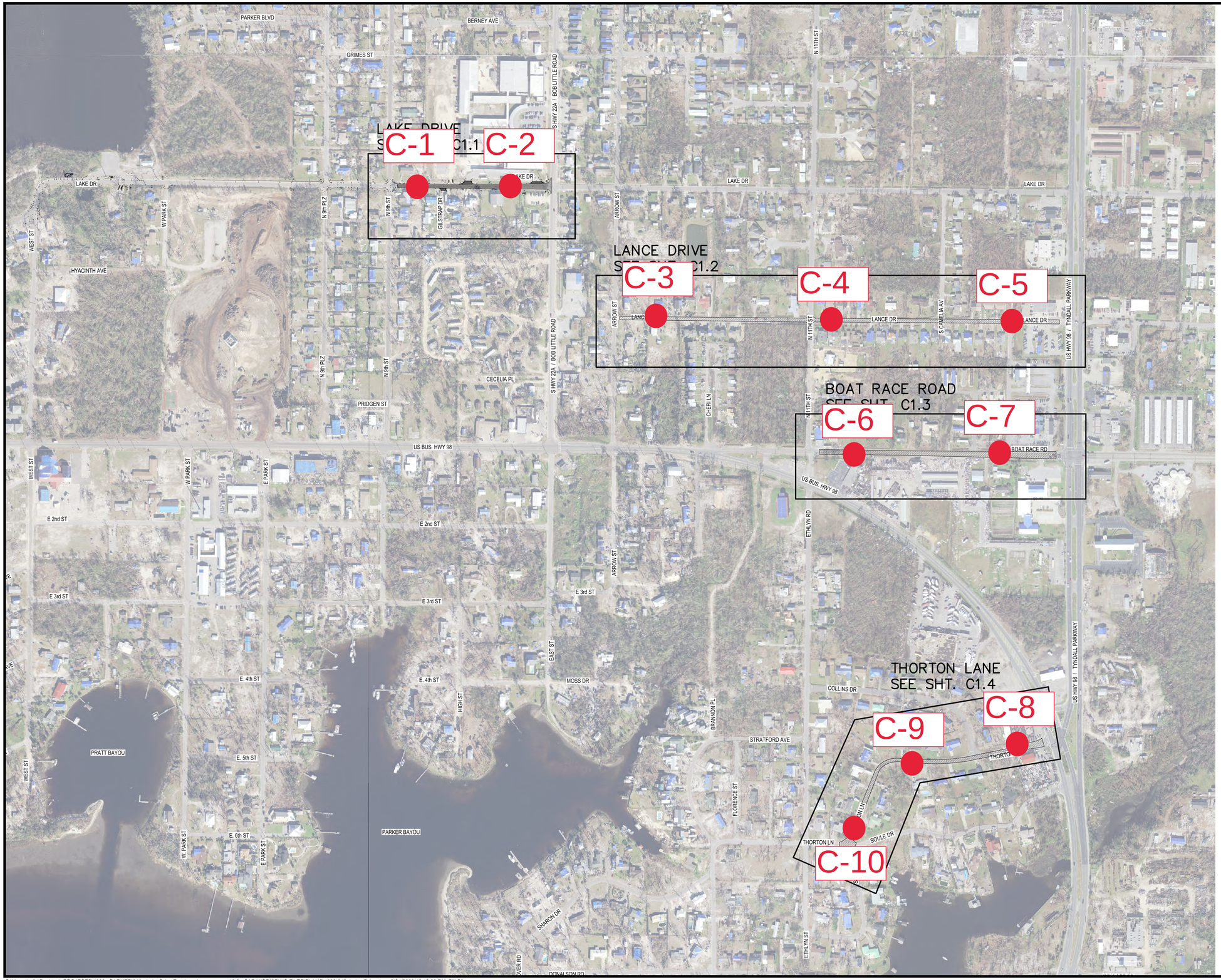
Attachments: Figure #1 – Boring Location Plan
Figure #2 – Logs of Borings

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BORING LOCATION PLAN

FIGURE # 1



N

240 0 240 480

Graphic Scale in Feet

LEGEND

- PROPOSED MILLED ASPHALT
- PROPOSED RESURFACE ONLY
- PROPOSED ASPHALT ROADWAY REPLACEMENT

Anchor CEI
Engineering that works.
P. 850.215.1285 • F. 850.215.1286
450 Magnolia Avenue, Panama City, FL 32401
CA Number 31422

Elizabeth S. Moore, PE
FL License No.: 57607

No.	Date	Revision

Designed: B. SILCOX
Drawn: B. SILCOX
Checked: E. MOORE
Job No.: 1620-019
Date: 2/21/2023

OVERALL PROJECT KEY MAP

ROADWAY IMPROVEMENTS PHASE 1

CITY OF PARKER - BAY COUNTY - FLORIDA

Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig.

Sheet No.
C1.0

C:\Users\bsilc\Desktop_PROJECTS\1620 - PARKER\019 - Lake Drive Roadway Improvements\9.0 - CAD WORK\DWG FILES\PLANS\1620-019_Lake_Drive.dwg, 2/21/2023 12:12:38 PM, Bill Silcox

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GEOTECHNICAL ENGINEERING CONSULTANTS

LOGS OF BORINGS

FIGURE # 2

Magnum Engineering, Inc.
429 Florida Avenue
Lynn Haven, Florida 32444
Telephone: 8502658332

BORING NUMBER C-1

CLIENT Anchor CEI
PROJECT NAME Parker Roads
PROJECT NUMBER M123-120-697
PROJECT LOCATION Parker, Florida
DATE STARTED 3/3/23 **COMPLETED** 3/3/23
GROUND ELEVATION _____ **HOLE SIZE** _____
DRILLING CONTRACTOR GeoDrill Tech, LLC
GROUND WATER LEVELS:
DRILLING METHOD CORE MACHINE/HAND AUGER
DEPTH TO GROUNDWATER AT TIME OF DRILLING ---
LOGGED BY J. Governale **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: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0.0		Asphalt Base Course (2 1/4" Thick)										
		Asphalt Pavement (1" Thick)										
		Asphalt Base Course (3/4 " Thick)										
		Orange Clayey Fine SAND (Base) (6" Thick) (SC)										
		Tan Slightly Silty Fine SAND (SP-SM)										
2.5			AU									
5.0		Boring Termination Depth at 5.0 feet.										

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Magnum Engineering, Inc.
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Lynn Haven, Florida 32444
Telephone: 8502658332

BORING NUMBER C-2

CLIENT Anchor CEI
PROJECT NAME Parker Roads
PROJECT NUMBER M123-120-697
PROJECT LOCATION Parker, Florida
DATE STARTED 3/3/23 **COMPLETED** 3/3/23
GROUND ELEVATION _____ **HOLE SIZE** _____
DRILLING CONTRACTOR GeoDrill Tech, LLC
GROUND WATER LEVELS:
DRILLING METHOD CORE MACHINE/HAND AUGER
▽ **DEPTH TO GROUNDWATER AT TIME OF DRILLING** 3.8 ft
LOGGED BY J. Governale **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: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0.0		Asphalt Pavement (S-3 Type) (1" Thick) Asphalt Base Course (1" Thick) Asphalt Pavement (S-3 Type) (1/2" Thick) Asphalt Base Course (1 1/2" Thick) Orange Clayey Fine SAND (Base) (6" Thick) (SC)										
		Tan/Gray Slightly Silty Fine SAND (SP-SM)										
2.5			AU									
		▽										
5.0		Boring Termination Depth at 5.0 feet.										

Magnum Engineering, Inc.
429 Florida Avenue
Lynn Haven, Florida 32444
Telephone: 8502658332

BORING NUMBER C-3

CLIENT Anchor CEI
PROJECT NAME Parker Roads
PROJECT NUMBER M123-120-697
PROJECT LOCATION Parker, Florida
DATE STARTED 3/3/23 **COMPLETED** 3/3/23
GROUND ELEVATION _____ **HOLE SIZE** _____
DRILLING CONTRACTOR GeoDrill Tech, LLC
GROUND WATER LEVELS:
DRILLING METHOD CORE MACHINE/HAND AUGER
▽ **DEPTH TO GROUNDWATER AT TIME OF DRILLING** 4.8 ft
LOGGED BY J. Governale **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: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0.0		Asphalt Pavement (SP-12.5) (1 5/8" Thick)										
		Asphalt Pavement (S-1 Type) (1 3/8" Thick)										
		Asphalt Base Course (1 3/8" Thick)										
		Tan Slightly Silty Fine SAND (SP-SM)										
2.5			AU									
		▽										
5.0		Boring Termination Depth at 5.0 feet.										

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Magnum Engineering, Inc.
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BORING NUMBER C-4

CLIENT Anchor CEI
PROJECT NAME Parker Roads
PROJECT NUMBER M123-120-697
PROJECT LOCATION Parker, Florida
DATE STARTED 3/3/23 **COMPLETED** 3/3/23
GROUND ELEVATION _____ **HOLE SIZE** _____
DRILLING CONTRACTOR GeoDrill Tech, LLC
GROUND WATER LEVELS:
DRILLING METHOD CORE MACHINE/HAND AUGER
▽ **DEPTH TO GROUNDWATER AT TIME OF DRILLING** 2.9 ft
LOGGED BY J. Governale **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: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0.0		Asphalt Pavement (S-1 Type) (1 1/4" Thick)										
		Asphalt Base Course (2" Thick)										
		Orange Clayey Fine SAND (Base) (2" Thick) (SC)										
		Orange Clayey Fine SAND with Shell (Base) (4" Thick) (SC)										
		Dark Brown Slightly Silty Fine SAND (SP-SM)										
2.5		▽	AU									
5.0		Boring Termination Depth at 5.0 feet.										

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Magnum Engineering, Inc.
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Lynn Haven, Florida 32444
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BORING NUMBER C-5

CLIENT Anchor CEI
PROJECT NAME Parker Roads
PROJECT NUMBER M123-120-697
PROJECT LOCATION Parker, Florida
DATE STARTED 3/3/23 **COMPLETED** 3/3/23
GROUND ELEVATION _____ **HOLE SIZE** _____
DRILLING CONTRACTOR GeoDrill Tech, LLC
GROUND WATER LEVELS:
DRILLING METHOD CORE MACHINE/HAND AUGER
▽ **DEPTH TO GROUNDWATER AT TIME OF DRILLING** 3.3 ft
LOGGED BY J. Governale **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: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0.0		Asphalt Pavement (S-3 Type) (3" Thick)										
		Tan Silty Fine SAND (Base) (4" Thick) (SM)										
		Tan/Brown Slightly Silty Fine SAND (SP-SM)										
2.5		▽	AU									
5.0		Boring Termination Depth at 5.0 feet.										

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Magnum Engineering, Inc.
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Lynn Haven, Florida 32444
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BORING NUMBER C-6

CLIENT Anchor CEI
PROJECT NAME Parker Roads
PROJECT NUMBER M123-120-697
PROJECT LOCATION Parker, Florida
DATE STARTED 3/3/23 **COMPLETED** 3/3/23
GROUND ELEVATION _____ **HOLE SIZE** _____
DRILLING CONTRACTOR GeoDrill Tech, LLC
GROUND WATER LEVELS:
DRILLING METHOD CORE MACHINE/HAND AUGER
▽ **DEPTH TO GROUNDWATER AT TIME OF DRILLING** 2.6 ft
LOGGED BY J. Governale **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: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0.0		Asphalt Base Course (3 1/2" Thick)										
		Dark Brown Slightly Silty Fine SAND with Shell (Base) (6" Thick) (SP-SM)										
		Tan Slightly Silty Fine SAND (SP-SM)										
2.5		▽	AU									
5.0		Boring Termination Depth at 5.0 feet.										

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Magnum Engineering, Inc.
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BORING NUMBER C-7

CLIENT Anchor CEI
PROJECT NAME Parker Roads
PROJECT NUMBER M123-120-697
PROJECT LOCATION Parker, Florida
DATE STARTED 3/3/23 **COMPLETED** 3/3/23
GROUND ELEVATION _____ **HOLE SIZE** _____
DRILLING CONTRACTOR GeoDrill Tech, LLC
GROUND WATER LEVELS:
DRILLING METHOD CORE MACHINE/HAND AUGER
▽ **DEPTH TO GROUNDWATER AT TIME OF DRILLING** 2.2 ft
LOGGED BY J. Governale **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: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0.0		Asphalt Pavement (S-3 Type) (2 1/2" Thick)										
		Asphalt Pavement (S-1 Type) (4 1/2" Thick)										
		Gray/Brown Slightly Silty Fine SAND (SP-SM)										
		▽										
2.5			AU									
5.0		Boring Termination Depth at 5.0 feet.										

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Magnum Engineering, Inc.
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Lynn Haven, Florida 32444
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BORING NUMBER C-8

CLIENT Anchor CEI
PROJECT NAME Parker Roads
PROJECT NUMBER M123-120-697
PROJECT LOCATION Parker, Florida
DATE STARTED 3/3/23 **COMPLETED** 3/3/23
GROUND ELEVATION _____ **HOLE SIZE** _____
DRILLING CONTRACTOR GeoDrill Tech, LLC
GROUND WATER LEVELS:
DRILLING METHOD CORE MACHINE/HAND AUGER
▽ **DEPTH TO GROUNDWATER AT TIME OF DRILLING** 3.8 ft
LOGGED BY J. Governale **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: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0.0		Asphalt Pavement (S-3 Type) (3/4" Thick)										
		Asphalt Base Course (1" Thick)										
		Orange Clayey Fine SAND (Base) (6" Thick) (SC)										
		Tan/Gray Slightly Silty Fine SAND (SP-SM)										
2.5			AU									
		▽										
5.0		Boring Termination Depth at 5.0 feet.										

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BORING NUMBER C-9

CLIENT Anchor CEI
PROJECT NAME Parker Roads
PROJECT NUMBER M123-120-697
PROJECT LOCATION Parker, Florida
DATE STARTED 3/3/23 **COMPLETED** 3/3/23
GROUND ELEVATION _____ **HOLE SIZE** _____
DRILLING CONTRACTOR GeoDrill Tech, LLC
GROUND WATER LEVELS:
DRILLING METHOD CORE MACHINE/HAND AUGER
▽ **DEPTH TO GROUNDWATER AT TIME OF DRILLING** 2.8 ft
LOGGED BY J. Governale **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: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0.0		Asphalt Base Course (1 1/2" Thick)										
		Asphalt Pavement (S-3 Type) (1 1/4" Thick)										
		Asphalt Base Course (1" Thick)										
		Orange Clayey Fine SAND (Base) (6" Thick) (SC)										
		Brown/Gray Slightly Silty Fine SAND (SP-SM)										
2.5		▽	AU									
5.0		Boring Termination Depth at 5.0 feet.										

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Magnum Engineering, Inc.
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Telephone: 8502658332

BORING NUMBER C-10

CLIENT Anchor CEI
PROJECT NAME Parker Roads
PROJECT NUMBER M123-120-697
PROJECT LOCATION Parker, Florida
DATE STARTED 3/3/23 **COMPLETED** 3/3/23
GROUND ELEVATION _____ **HOLE SIZE** _____
DRILLING CONTRACTOR GeoDrill Tech, LLC
GROUND WATER LEVELS:
DRILLING METHOD CORE MACHINE/HAND AUGER
▽ **DEPTH TO GROUNDWATER AT TIME OF DRILLING** 2.6 ft
LOGGED BY J. Governale **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: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0.0		Asphalt Base Course (2" Thick)										
		Asphalt Pavement (S-3 Type) (1" Thick)										
		Asphalt Base Course (1 1/2" Thick)										
		Orange Clayey Fine SAND (Base) (6" Thick) (SC)										
		Brown/Gray Slightly Silty Fine SAND (SP-SM)										
		Dark Brown PEAT (PT)										
2.5		▽ Brown Slightly Silty Fine SAND (SP-SM)	AU									
5.0		Boring Termination Depth at 5.0 feet.										