INVITATION TO BID 2023-02
CITY OF PARKER
WATER SYSTEM IMPROVEMENTS
CONSTRUCTION BID NO. DW030721

ADDENDUM NO. 2
REQUESTS FOR INFORMATION
Issued August 18, 2023

Per Addendum No. 2, the Bid Due Date is being extended to **2:00 p.m. CST** on **Thursday, September 14, 2023**. Bids will be publicly opened and read aloud at 5:30 p.m. CST at the City Public Hearing on Thursday, September 14, 2023.

The following requests for additional information (RAIs) were received from bidder(s) and area being addressed through this Addendum as follows:

RAI No. 1. Would the City/Engineer allow HDPE as an approved alternate to both the PVC and FPVC (Line #'s 7-10)? If not for both, would they allow HDPE as an approved alternate for the Directional Bore (Line # 10)?

City's Response to Request for Information Question No. 1
The City requires PVC or FPVC for all piping on this project. HDPE is not an approved alternate.

RAI No. 2. What is the estimated Construction Cost for this project.

City's Response to Request for Information Question No. 2
The Engineer's Opinion of Probable Construction Cost is approximately $2.3 Million. However, due to the instability of the current market, the budget may not reflect the ever-evolving economy at the time of bidding.

RAI No. 3. Is there any flexibility with the completion time for this project? This much footage will take twice the time given.

City's Response to Request for Information Question No. 3
The City has extended the time to reach final completion to 365 calendar days after receipt of the Notice to Proceed. Please refer to RAI Nos. 6, 10 and 11 for details of revision to pages within the bidding documents that are related to the contract time.

RAI No. 4. In reviewing the insurance requirements from the specs for the City of Parker project, I noticed that it states that a Builders Risk policy is required. Can you verify that this is correct as I do not believe there is a building involved in the project.

City's Response to Request for Information Question No. 4
Yes, it will be required for this project. A basic builder's risk insurance policy helps cover buildings and also helps protect materials, supplies, equipment on site, in transit or at other locations. This coverage typically covers loss or damage to equipment and materials to be incorporated into the work.

RAI No. 5. Is this City of Parker Water System Improvements project an AIS job or is import material allowed?

City's Response to Request for Information Question No. 4
Because this project is funded through FDEP State Revolving Program, contracts being constructed with assistance from the FDEP SRF Program are currently required to comply with The American Iron and Steel Provision as provided in Appendix D of the REVISED SUPPLEMENTAL CONDITIONS (FEDERAL REGULATIONS).

By signing Appendix A of the REVISED SUPPLEMENTAL CONDITIONS (FEDERAL REGULATIONS), the BIDDER certifies compliance with these provisions. Please refer to RAI No. 7 below for more details on the revised SUPPLEMENTAL CONDITIONS for this project.

The following are City-Engineer made edits to the bidding documents:

FRONT END DOCUMENTS

RAI No. 6. Please **REMOVE** the TABLE OF CONTENTS in its entirety and **REPLACE** with the revised TABLE OF CONTENTS (refer to ***Attachment A***).

RAI No. 7. Please **REMOVE** the INSTRUCTIONS TO BIDDERS in its entirety and **REPLACE** with the revised INSTRUCTIONS TO BIDDERS (refer to ***Attachment B***).

TECHNICAL SPECIFICATIONS

RAI No. 8. Please **REMOVE** the SECTION 01150 - MEASUREMENT AND PAYMENT section in its entirety and **REPLACE** with the revised SECTION 01150 - MEASUREMENT AND PAYMENT section (refer to ***Attachment C***).

RAI No. 9. Please **REMOVE** SECTION 15062 - POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS in its entirety.

RAI No. 10. Please **REMOVE** SECTION 15101 - VALVES AND ACCESSORIES in its entirety.

RAI No. 11. Please **ADD** SECTION 02400 - WATER DISTRIBUTION SYSTEM in its entirety (refer to ***Attachment D***).

BID FORMS

RAI No. 12. Please **REMOVE** the BID FORM in its entirety and **REPLACE** with the revised BID FORM (refer to ***Attachment E***).

CONDITIONS AND REQUIREMENTS

RAI No. 13. Please **REMOVE** the SUPPLEMENTAL CONDITIONS (FEDERAL REGULATIONS) in its entirety and **REPLACE** with the revised SUPPLEMENTAL CONDITIONS (FEDERAL REGULATIONS) which has been updated to the version dated August 2022 (refer to ***Attachment F***).

CONTRACT FORMS

RAI No. 14. Please **REMOVE** the NOTICE TO PROCEED in its entirety and **REPLACE** with the revised NOTICE TO PROCEED (refer to ***Attachment G***).

RAI No. 15. Please **REMOVE** the AGREEMENT in its entirety and **REPLACE** with the revised AGREEMENT (refer to ***Attachment H***).

DRAWINGS

RAI No. 16. Please **REMOVE** the Bid Construction Drawing Set in its entirety and **REPLACE** with the revised Bid Construction Drawing Set which includes modifications to all sheets (refer to ***Attachment I***).

Please note, many of the callouts and labels were changed to provide a cleaner set of plans. These text changes were not clouded. Material changes in the drawings associated with this addendum are clouded.

Attachments for each modified section of the Bidding Documents follow this page.
Please contact Mandy O'Regan, Anchor CEI, Inc. at moregan@anchorcei.com if you would like a complete revised digital set of specifications.

Sent to Registered Bidders: **August 18, 2023**
Posted to City's RFP Webpage: **August 18, 2023**



INVITATION TO BID 2023-02
CITY OF PARKER
WATER SYSTEM IMPROVEMENTS
CONSTRUCTION BID NO. DW030721

ATTACHMENT A

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(IN ITS ENTIRETY)

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INVITATION TO BID 2023-02
CITY OF PARKER
WATER SYSTEM IMPROVEMENTS
CONSTRUCTION BID NO. DW030721

ATTACHMENT B

REVISED
INSTRUCTIONS TO BIDDERS
(IN ITS ENTIRETY)

INSTRUCTIONS TO BIDDERS

INTRODUCTION

The objective of this Invitation to Bid (ITB) is to select a **Florida-Licensed General Contractor** and/or **Florida Licensed Utility Underground Contractor** to provide construction services to the City of Parker (hereinafter referred to as "CITY" or "OWNER") for the rehabilitation of the City's Water System as detailed on the Construction Drawings.

In summary, the OWNER wishes to contract with a Florida-Licensed General Contractor and/or Florida-Licensed Utility Underground Contractor to perform the following construction activities for the City of Parker:

~~Remove and replace ±1,030 linear feet of 4-inch polyvinyl chloride (PVC) pipe and appurtenances.~~

1. Remove and replace ±~~5,910~~6,940 linear feet of 6-inch PVC piping and appurtenances.

2. Remove and replace±25,130 linear feet of 8-inch PVC piping and appurtenances.

3. Remove and replace ±1,100 linear feet of 8-inch fusible PVC directional bore and appurtenances crossing East Highway 98 and for driveways for some properties along East Highway 98.

4. Remove and replace 58 fire hydrants assemblies and appurtenances.

5. Remove and replace 272 individual 1" Water Services Connection (Short).

6. Remove and replace 132 individual" Water Services Connection (Long).

~~5.~~7. Perform restoration ~~other site improvements~~ throughout the City of Parker detailed on the Contract Drawings to include, but not be limited to:

   a. Removal and replacement of concrete sidewalks.

   b. Removal and replacement of concrete driveways.

   c. Removal and replacement of gravel driveways.

   d. Removal and replacement of asphalt driveways/roads.

   e. Restore sites back to pre-construction condition and other and site improvements.

f. ~~Other Site Improvement~~Restoration will also include the material required where piping was replaced by saw-cuts such as asphalt, roadway base and subbase materials as well as seeding or sodding in areas where construction disturbed landscape, in accordance with the contract documents.

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 Water Systems 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 water 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.

Funding for the project may be made possible through the Florida Department of Environmental Protection (FDEP) State Revolving Fund (Project No. DW030721) and is contingent on strict conformance to the guidelines set forth by FDEP. It is imperative that Bidders examine and become familiar with the FDEP - STATE REVOLVING FUND PROGRAM SUPPLEMENTARY CONDITIONS FORFORMALLY ADVERTISED CONSTRUCTION PROCUREMENT (found in Attachment 2 of these bidding documents) to ensure the BIDDER meets the requirements set forth by each program referenced within the supplemental conditions.

~~The project may be reimbursed by the City through funding received by the Florida Department of Environmental Protection (FDEP) State Revolving (Project No. DW030721). It is imperative that Bidders examine and become familiar with the FDEP SRF funding program to ensure they meet the requirements set forth by each program.~~

~~Funding for the project may be made possible through the FDEP SRF and is contingent on strict conformance to the guidelines set forth by FDEP. Bidders shall comply with the Federal Regulations Contract Requirements found in ATTACHMENT 2 - SUPPLEMENTAL CONDITIONS (FEDERAL REGULATIONS) of this contract document package.~~

BID DEADLINE/DELIVERY

SEALED BIDS will be received up until **2:00 p.m. (CDT) on Thursday, September 14, 2023~~Tuesday, August 15, 2023~~**, for **ITB 2023-02: WATER SYSTEM IMPROVEMENTS - CONSTRUCTION BID NO. DW030721**.

Bids will be publicly opened and read aloud at the City Council Meeting on **Thursday, September 14, 2023~~Tuesday, August 15, 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 Jeffrey
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 at moregan@anchorcei.com. All questions shall be submitted no later than 5:00 p.m. (CST) on **Wednesday, September 6 ~~Friday, August 4~~, 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
12. APPENDIX A THROUGH APPENDIX E OF THE FDEP SUPPLMENTAL CONDITIONS
13. MBE/WBE CERTIFICATIONS

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~~ the Work which is defined as the improvements described in the Contract Documents and depicted on the drawings to include layout, insurance, taxes, field office and supervision, overhead and profit, permits, ~~impact~~ permit fees, bonds and miscellaneous items needed to complete the BID. No allowance will be made to any BIDDER because of a claimed lack of examination or knowledge. The submission of a BID shall be construed as conclusive evidence that the BIDDER has made such examination.

GENERAL TERMS

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

PUBLIC ENTITY CRIMES STATEMENT

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

WITHDRAWAL OF BIDS

Any BIDDER may withdraw his/her BID, either personally or by written request, at any time prior to the Bid Opening Date as posted in this 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 ~~180~~ 365 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	
Orlando Sentinel	Sunday, June 25, 2023, and
Panama City News Herald	Tuesday, June 27, 2023 and
	Tuesday, July 18, 2023
Questions Due Date:	**Wednesday, September 6, 2023** (5:00 p.m. CST)
Bid Deadline:	**Thursday, September 14, 2023** (2:00 p.m. CST)
Bids Read Out Loud at Council Mtg:	**Thursday, September 14, 2023** (5:30 p.m. CST)
Award Recommendation Council Meeting:	Tuesday, September 19, 2023
Installation Complete:	Within ~~180~~ 365 days of Notice to Proceed



INVITATION TO BID 2023-02
CITY OF PARKER
WATER SYSTEM IMPROVEMENTS
CONSTRUCTION BID NO. DW030721

ATTACHMENT C

REVISED
SECTION 01150
MEASUREMENT & PAYMENT
(IN ITS ENTIRETY)

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. Sheeting and shoring.

2. Clearing, grubbing, and grading.

3. Replacement and/or repair of existing utilities damaged during construction.

4. Trench excavation, including necessary pavement removal, rock removal, muck removal and restoration unless a separate bid item is listed in the Bid Form.

5. Ditch and swale restoration.

6. Dewatering and disposal of surplus water, including permitting if required.

7. Bypass pumping.

8. Structural fill, backfill and grading.

9. Adjusting existing valve boxes, manhole frames and covers and other structures.

10. Foundation and borrow materials.

11. Placing system in operation.

12. Any material and equipment required to be installed and utilized for the tests.

13. Maintaining the existing quality of service during construction.

14. 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, layout by a PLS, schedules, record drawings and documents, coordination, and phasing and other miscellaneous items associated with the work.

4. Measurement for this bid item will be lump sum. The lump sum price for mobilization/demobilization will be limited to 10% of the total contract base bid amount.

5. Seventy percent (70%) of the lump sum price will be payable with the first month's partial payment.

6. The remaining 30% will be payable with the final partial payment.

B. BID ITEM 2 – BONDS AND INSURANCE

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

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

3. THIS ITEM BID SHALL NOT EXCEED 5.0% OF THE ENTIRE CONTRACT 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.~~C. BID ITEM ~~4~~ 3 - MAINTENANCE OF TRAFFIC

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

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

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

4. Measurement for the work included under this bid item shall be lump sum.

~~E.~~D. BID ITEM ~~5~~ 4 – ~~LAYOUT AND~~ AS-BUILTS BY PLS

1. Payment for the work included under this bid item shall be made at the lump sum price bid for all work associated with furnishing all ~~layouts of the improvements as well as surveys and preparation of record drawings~~ as-builts as certified by a PLS as required under the contract documents.

2. Payment shall~~ constitute complete compensation for all labor, materials, and equipment necessary to complete this work item~~ . shall be made based on the percentage of as-builts submitted and approved by the Engineer of Record.

3. Measurement for the work included under this bid item shall be lump sum.

~~F.~~E. BID ITEM ~~6~~ 5 – TESTING, ~~AND~~ FLUSHING AND DISINFECTING

1. Payment for the work to be performed in this item includes testing, ~~and~~ flushing and disinfecting for quality control testing during construction for all completed water work as depicted in the contract documents.

2. The CONTRACTOR shall employ, coordinate, and direct the services of independent testing laboratories required for all testing.

3. The CONTRACTOR shall pay all testing laboratory invoices and submit them for reimbursement.

~~4. Payment for work completed under this item shall be made at the direct invoice amount without markup of any kind.~~

~~G. BID ITEM NO. 7 – 4-INCH PVC WATER MAIN REPLACEMENT~~

~~1. Payment for all work included under this bid item will be unit price bid for the replacement of ±1,030 linear feet of 4-inch PVC water mains and appurtenances.~~

~~2. This bid item shall include but not be limited to excavation, backfill, connection to the existing water main, cleanouts, trench and rights-of-way restoration per construction plan details and specifications.~~

~~3. Measurement for the work included under this bid item shall be unit price for each linear foot of 4-inch PVC water main.~~

~~H.~~F. BID ITEM NO. 6~~8~~ – WATER SYSTEM IMPROVEMENTS

1. Payment for all work included under this bid item will be unit price bid for the replacement of ~~±5,910~~ an estimated ±6,940 linear feet of 6-inch and ±25,130 linear feet of 8-inch ~~-~~PVC water mains, associated valves, tapping saddles, reducers, fittings, 58 fire hydrants, and other associated appurtenances required to provide a fully functioning water system and to remove the existing system from service. This line item excludes the directional bores included in Bid Item Nos. 7 through 11.

2. This bid item shall include but not be limited to excavation, backfill, connection to the existing water main, sheeting, shoring, dewatering, trenching, saw cutting, demolition, temporary stabilization and other work necessary to satisfactory installation of the watermain as well as reconnections to existing hydrant lines ~~cleanouts, trench and rights-of-way restoration~~ per construction plan details and specifications.

3. Payment shall be based on the percentage of work completed as determined by the Engineer of Record.

~~3. Measurement for the work included under this bid item shall be unit price for each linear foot of 6-inch PVC water main.~~

~~I. BID ITEM NO. 9 – 8-INCH PVC WATER MAIN REPLACEMENT~~

~~1. Payment for all work included under this bid item will be unit price bid for the replacement of ±25,130 linear feet of 8-inch PVC water mains and appurtenances.~~

~~2. This bid item shall include but not be limited to excavation, backfill, connection to the existing water main, cleanouts, trench and rights-of-way restoration per construction plan details and specifications.~~

~~3. Measurement for the work included under this bid item shall be unit price for each linear foot of 8-inch PVC water main.~~

~~J. BID ITEM NO. 10 – 8-INCH FPVC DIRECTION BORE PIPING~~

~~1. Payment for all work included under this bid item will be unit price bid for the replacement of ±1,100 linear feet of 8-inch FPVC direction bore pipe and appurtenances.~~

~~2. This bid item shall include but not be limited to excavation, backfill, connection to the existing water main, cleanouts, trench and rights-of-~~

~~way restoration per construction plan details and specifications.~~

~~Measurement for the work included under this bid item shall be unit price for each linear foot of 8-inch FPVC water main.~~

G. BID ITEM NO. 7 – 8-INCH FPVC DIRECTION BORE PIPING SHEET C1.11 (STA. 9+00 TO STA. 11+26)

1. Payment for all work included under this bid item will be unit price bid for the replacement of ±226 linear feet of 8-inch FPVC direction bore pipe and appurtenances.

2. This bid item shall include but not be limited to excavation, backfill, connection to the existing water main, sheeting, shoring, dewatering, trenching, saw cutting, demolition, temporary stabilization and other work necessary to satisfactory installation of the watermain per construction plan details and specifications.

3. Measurement for the work included under this bid item shall be lump sum.

H. BID ITEM NO. 8 – 8-INCH FPVC DIRECTION BORE PIPING SHEET C1.11 (STA. 14+00 TO STA. 15+20)

1. Payment for all work included under this bid item will be unit price bid for the replacement of ±120 linear feet of 8-inch FPVC direction bore pipe and appurtenances.

2. This bid item shall include but not be limited to excavation, backfill, connection to the existing water main, sheeting, shoring, dewatering, trenching, saw cutting, demolition, temporary stabilization and other work necessary to satisfactory installation of the watermain per construction plan details and specifications.

~~1.~~3. Measurement for the work included under this bid item shall be lump sum.

I. BID ITEM NO. 9 – 8-INCH FPVC DIRECTION BORE PIPING SHEET C1.11 (STA. 20+00 TO STA. 21+61)

1. Payment for all work included under this bid item will be unit price bid for the replacement of ±161 linear feet of 8-inch FPVC direction bore pipe and appurtenances.

2. This bid item shall include but not be limited to excavation, backfill, connection to the existing water main, sheeting, shoring, dewatering, trenching, saw cutting, demolition, temporary stabilization and other

work necessary to satisfactory installation of the watermain per construction plan details and specifications.

3. Measurement for the work included under this bid item shall be lump sum.

J. BID ITEM NO. 10 – 8-INCH FPVC DIRECTION BORE PIPING SHEET C1.11 (STA. 25+11 TO STA. 26+59)

1. Payment for all work included under this bid item will be unit price bid for the replacement of ±148 linear feet of 8-inch FPVC direction bore pipe and appurtenances.

2. This bid item shall include but not be limited to excavation, backfill, connection to the existing water main, sheeting, shoring, dewatering, trenching, saw cutting, demolition, temporary stabilization and other work necessary to satisfactory installation of the watermain per construction plan details and specifications.

3. Measurement for the work included under this bid item shall be lump sum.

K. BID ITEM NO. 11 – 8-INCH FPVC DIRECTION BORE PIPING SHEET C1.11 (STA. 30+35 TO STA. 34+10)

1. Payment for all work included under this bid item will be unit price bid for the replacement of ±374 linear feet of 8-inch FPVC direction bore pipe and appurtenances.

2. This bid item shall include but not be limited to excavation, backfill, connection to the existing water main, sheeting, shoring, dewatering, trenching, saw cutting, demolition, temporary stabilization and other work necessary to satisfactory installation of the watermain per construction plan details and specifications.

3. Measurement for the work included under this bid item shall be lump sum.

L. BID ITEM NO. 12 – 1” WATER SERVICE CONNECTION (SHORT):

1. Payment for all work included under this bid item will be unit price for the installation of 1-inch service connections between the water main and up to the meter.

2. Payment shall include, but not be limited to excavation, connection to the new water main, supply and installation of tapping saddles, corporation stops, service tubing, curb stop, check valve, gate valve and all other associated appurtenances per plan details and

specifications, installing meters (to be provided by the Owner) and meter boxes (to be provided by Contractor), and restoration per construction plan details and specifications.

3. Measurement for the work included under this bid item shall be made per each short water service installed and tested. A service is considered "short" if the water main is on the same side of the road as the connection to the meter.

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

M. BID ITEM NO. 13 – 1" WATER SERVICE CONNECTION (LONG):

1. Payment for all work included under this bid item will be unit price for the installation of 1-inch service connections between the water main and up to the meter.

2. Payment shall include, but not be limited to excavation, connection to the new water main, supply and installation of tapping saddles, corporation stops, service tubing, chase pipe, curb stop, check valve, gate valve and all other associated appurtenances per plan details and specifications, installing meters (to be provided by the Owner) and meter boxes (to be provided by Contractor), and restoration per construction plan details and specifications.

3. Measurement for the work included under this bid item shall be made per each long water service installed and tested. A service is considered "long" if the water main must cross under the roadway to connect to the meter.

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

~~K. BID ITEM NO. 12 – OTHER SITE IMPROVEMENTS~~

~~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 but not limited to removing and replacing concrete sidewalks, concrete driveways, gravel driveways, asphalt driveways/roadways as depicted on the Contract Drawings where piping was replaced by saw-cuts. This material will include asphalt, roadway base and subbase materials as well as seeding or sodding in areas where construction disturbed landscape, in accordance with the contract documents.~~

~~2. Payment for all work included under this bid item will be made as a percentage of work completed for any additional improvement noted on the Contract Drawings that has not been indicated through Bid Items 1 through 10 above.~~

~~3. Payment shall include, but not be limited to site restoration, removal and replacement of landscaping, concrete, curbing, fencing, drainage and other required and associated work or materials.~~

~~4. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.~~

~~L.~~N. BID ITEM NO. ~~13~~ 14– 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 but not limited to removing and replacing concrete sidewalks, concrete driveways, gravel driveways, asphalt driveways/roadways, mailboxes, street signs, landscaping, curbing, drainage and fencing as depicted on the Contract Drawings where piping was replaced by saw-cuts. This material will include asphalt, roadway base and subbase materials as well as seeding or sodding in areas where construction disturbed landscape, in accordance with the contract documents.

2. Payment for all work included under this bid item will be made as a percentage of work completed f

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

~~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 removing and replacing asphalt at locations shown on the Contract Drawings where the replacement of pipe was completed by saw cutting existing asphalt, roadway base and subbase materials as well as seeding or sodding in areas where construction disturbed landscape, in accordance with the contract documents.~~

~~2. Payment shall include, but not be limited to site restoration, removal and replacement of landscaping, concrete, curbing, fencing, drainage and other required and associated work or materials.~~

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

END OF SECTION 01150

ATTACHMENT D

SECTION 02400
WATER DISTRIBUTION SYSTEM
(IN ITS ENTIRETY)

SECTION 02400
WATER DISTRIBUTION SYSTEM

PART 1 - GENERAL

1.01 SIDEWALK, CURB AND GUTTER REMOVAL AND REPLACEMENT

A. Sidewalk, curb and gutter removal and replacement required in the construction of this Work shall be done by the CONTRACTOR.

B. Reasonable care shall be exercised in removing sidewalk and curb and gutter, and the CONTRACTOR shall either stockpile or dispose of this material as directed by the ENGINEER.

PART 2 -

2.01 SCOPE OF WORK

A. The CONTRACTOR shall furnish all labor, materials, equipment, and incidentals required and install in the locations as shown on the Drawings.

B. The CONTRACTOR shall install the piping, fittings, and appurtenances (as specified herein) as shown on the Drawings.

2.02 DESCRIPTION OF WORK

A. The work described in tis section includes but is not limited to: Water mains, fire hydrants, valves, service connections and appurtenances as shown in the Drawings.

B. CONTRACTOR is advised that existing water mains may be of various pipe materials, including asbestos cement. The CONTRACTOR shall be responsible for protection of existing water mains during construction and shall be responsible for repairing any pipes damaged during construction. Repair sections shall be PVC or ductile iron. The CONTRACTOR shall comply with all work site, air emission, solid waste and personal safety and protection regulations as related to the excavation, exposure, cutting, handling, containment and disposal of existing water main pipe material.

C. The removal, encapsulation or enclosure, storage and disposal of pipe materials containing asbestos shall be in accordance with 62-204.800 of the Florida Administrative Code; OSHA 29 CFR 1910; OSHA 29 CFR 1926.1101; Asbestos NESHAP (40 CFR 61, Subpart M); 40 CFR 763; and all other industry and regulatory requirements.

2.03 QUALITY ASSURANCE

A. Codes and Standards: Perform all work in compliance with applicable requirements of governing authorities having jurisdiction and the applicable standards of the American Water Works Association (AWWA).

B. Manufacturer's Recommendations: Perform all work in accordance with manufacturer's recommendations and protocols.

C. Testing and Inspection Service:

1. Employ, at CONTRACTOR's expense, testing laboratory to perform bacteriological testing of water mains.

2. Hydrostatic test shall be completed by the CONTRACTOR in the presence of the OWNER or OWNER's representative.

3. It will be the responsibility of the CONTRACTOR to coordinate all testing and inspections. The CONTRACTOR shall notify the OWNER, testing service, and applicable agency inspectors 48 hours in advance of testing and inspections.

D. The manufacturer shall provide written certification to the OWNER that all products furnished comply with all applicable requirements of these Specifications.

2.04 SUBMITTALS

A. Prior to construction commencing, the CONTRACTOR shall submit for approval by the OWNER manufacturer's certifications and cut sheets for the following items:

1. Fire hydrant assemblies

2. Valves

3. Water main pipe

4. Fittings

5. Water services

6. Water meters

7. Tapping sleeves

8. Other appurtenances

B. Qualifications:

1. If requested by the OWNER, submit evidence that manufacturers have consistently produced products of satisfactory quality and performance for a period of at least 2 years.

C. Test Reports:

1. Submit Bacteriological Test Reports directly to the OWNER's ENGINEER from the testing services with copy to CONTRACTOR.

2.05 EXISTING UTILITIES AND OBSTRUCTIONS

A. The Drawings indicate utilities or obstructions that are known to exist according to the best information available to the OWNER.

B. The CONTRACTOR shall call the Sunshine State One Call of Florida, Inc. (811), as required by Florida Law and all utilities, agencies or departments that own and/or operate utilities in the vicinity of the construction work site, at least 72 hours (3 business days) prior to construction, to verify the location of the existing utilities.

PART 3 - PRODUCTS

3.01 GENERAL

A. All materials shall be new and unused.

B. They shall be of standard, first grade quality and intended for the use for which they are offered.

C. Materials or equipment which, in the opinion of the OWNER, are inferior or of a lower grade than indicated, specified, or required will not be accepted.

3.02 WATER MAINS

A. Polyvinyl Chloride (PVC) Pipe:

1. Smaller than 4-inch Pipe:

a. All PVC pipe and fittings less than 4 inches in diameter shall be manufactured in accordance with ASTM D2241, with a standard dimension ratio (DR) of 21, rated pressure 200 psi, and bear the National Sanitation Foundation Seal for potable water pipe.

2. 4-inch – and Larger:

    a. PVC pipe shall be manufactured in accordance with AWWA C900, latest edition.

    b. Pipe shall be pressure class 235 and must meet dimension requirements of dimension ratio (DR) 18 and shall bear the National Sanitation Foundation seal for potable water pipe.

3. Joints:

    a. Joints shall be “push-on” and shall meet all requirements of ASTM D3139.

    b. Each bell shall be an integral wall section joint assembly using elastomeric gasket seals.

    c. All gaskets shall meet all requirements for performance as specified by ASTM F477.

4. Pipe Identification:

    a. All pipe shall be marked as prescribed in ASTM D2241 (e.g., nominal pipe size, type of plastic pipe material, pipe dimension ratio, pressure rating, ASTM specification designation number, manufacturer’s name and code), and the National Sanitation Foundation Seal for potable water.

5. PVC Pipe for waterlines shall be blue.

6. Acceptance will be on the basis of the OWNER’s inspection and the manufacturer’s written certification that the pipe was manufactured and tested in accordance with the applicable standards, including the National Sanitation Foundation. Additionally, each piece of pipe shall be stamped “NSF Approved.”

7. The CONTRACTOR shall install all piping (including service lines) with underground 12-gauge single conductor thermoplastic high heat-resistant nylon (THHN) insulated traceable copper wire. The CONTRACTOR shall lay the insulated copper wire in the pipe trench 3 to 6 inches above the sewer force mains and shall be a continuous strand from valve box to valve box, wrapped two times around each valve and extended 24 inches inside each valve box to enable location devices to be attached without digging up the valve box. The CONTRACTOR shall insulate all wire splices. The CONTRACTOR shall backfill the trench following placement of the traceable wire with due caution to prevent displacement or damage to wire. The

CONTRACTOR shall perform a detection test after insulation and backfill have been completed in the ENGINEER's presence using a commercially available pipe detector furnished by the CONTRACTOR. The CONTRACTOR shall replace any undetectable wire to the satisfaction of the ENGINEER at no additional expense to the OWNER.

3.03 FITTINGS (3-INCH AND LARGER)

A. General:

1. Fittings three inches and larger shall be ductile iron manufactured in accordance with ANSI/ AWWA C110/ A21.10 or C153/ A21.53.

2. The minimum pressure rating for fittings shall be 250 psi.

B. Coating:

1. All fittings furnished with bituminous outside coating and shall be cement mortar lined and coated in accordance with AWWA C104.

C. Anchoring Devices:

1. All anchoring devices shall be suitable for use with mechanical joint fittings meeting AWWA C110 and/or AWWA C111.

2. All anchoring devices shall be constructed of ductile iron (minimum ASTM A536 Grade 70-50-05) and manufactured in accordance with AWWA C110 and/or C111.

3. All anchoring devices shall have a sufficient number of set screws so as to properly restrain various fittings or pipes at the rated pressure without the need for additional thrust restraint.

D. Retainer Glands:

1. Mechanical joint restraint shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases.

2. Glands shall be manufactured of ductile iron conforming to ASTM A536.

3. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI A21.11 and ANSI/AWWA C153/ A21.53, latest revision.

4. Twist-off nuts shall be used to insure proper actuating of the restraining devises.

5. Retainer glands shall be Megalug with Mega-Bond coating, as manufactured by EBAA Iron or equal.

E. Push-on Restraints:

1. Push-on joint restraints shall be Fast-Grip Gasket by American Ductile Iron Pipe Co., TR Flex by U.S. Pipe, or equal.

2. Bell harness restraints shall be Megalug Series 2500 by EBBA Iron or equal.

3.04 GATE AND TAPPING VALVES

A. Smaller than 2-Inches in Diameter:

1. Gate valves shall be bronze, heavy duty, rising stem, wedge type with screwed or union bonnet.

2. Valve ends shall be threaded type.

3. Valves shall have a minimum 200 psi working pressure for water (125 psi working pressure for steam).

4. Valves shall be made in the U.S.A.

5. Gate valves shall be Crane No. 428 (threaded) or equal.

B. Diameter between 2-Inches and 36-Inches: Gate valves shall be resilient seat wedge encapsulated with EPDM rubber type conforming to the requirements of AWWA C509 or AWWA C515 rated for 200 psi working pressure.

1. Valves shall be provided with two O-ring stem seals with one O-ring located above and one O-ring below the stem collar. The area between the O-rings shall be filled with lubricant to provide lubrication to the thrust collar bearing surfaces each time the valve is operated. At least one anti-friction washer shall be utilized to further minimize operating torque. All seals between valve parts, such as body and bonnet, bonnet and bonnet cover, shall be flat gaskets or O-rings.

2. The valve gate shall be made of cast or ductile iron having a vulcanized, synthetic rubber coating, or a seat ring attached to the disc with retaining screws. Sliding of the rubber on the seating surfaces to compress the rubber will not be allowed. The design shall be such that compression-set of the rubber shall not affect the ability

of the valve to seal when pressure is applied to either side of the gate. The sealing mechanism shall provide zero leakage at the water working pressure when installed with the line flow in either direction.

3. All internal ferrous surfaces shall be coated with epoxy to a minimum thickness of 4 mils. The epoxy shall be non-toxic, impart no taste to the water and shall conform to AWWA C550.

4. Stem nuts shall be independent of wedge and shall be of solid bronze conforming to ASTM B62.

5. All valves shall open by turning a two-inch square operating nut counterclockwise.

6. Gate Valve:

    a. Joints shall be mechanical joints and shall conform to AWWA C111, and all bolts and nuts for mechanical joints shall be high-strength, low- alloy steel in accordance with AWWA C111.

    b. All gaskets shall be for a standard mechanical joint of BUNA-S (SBR Buna) in accordance with ANSI/ AWWA C111/ A21.4.

    c. All mechanical joint accessories shall be furnished with the valves.

7. All tapping valves shall have flange-by-mechanical joint ends.

8. All valves shall be furnished with operating nuts.

9. One operating wrench will be provided for each five valves furnished; at least one wrench shall be supplied.

10. All tapping valves shall be interchangeable with other makes of tapping sleeves.

11. Approved models are:

    a. AVK Resilient Seated Gate Valve Series 65

    b. City Approved

3.05 BUTTERFLY VALVES

A. Butterfly valves shall be resilient seated, short body design, and shall be designed, manufactured, and tested in accordance with all requirements of AWWA C504 for Class 150B.

B. Valve bodies shall be ductile iron conforming to ASTM A 536, Grade 65-45-12 or ASTM A 126, Grade B cast iron. Shafts shall be ASTM A 276, Type 304 stainless steel, machined and polished. Valve discs shall be ductile iron, ASTM A 536, Grade 65-45-12 or ASTM A 126, Grade B cast iron. The valve shall have an EPDM seat.

C. Valves shall be installed with the valve shafts horizontal. Valves and actuators shall have seals on all shafts and gaskets on valve actuator covers to prevent the entry of water. Actuator mounting brackets shall be totally enclosed and shall have gasket seals.

D. Actuators:

1. Valves shall be equipped with traveling nut, self-locking type actuators designed, manufactured and tested in accordance with AWWA C504. Actuators shall be capable of holding the disc in any position between full open and full closed without any movement or fluttering of the disc.

2. Actuators shall be furnished with fully adjustable mechanical stop-limiting devices. Actuators that utilize the sides of the actuator housing to limit disc travel are unacceptable.

3. Valve actuators shall be capable of withstanding a minimum of 450-foot pounds of input torque in either the open or closed position without damage.

E. Operators:

1. Valves for buried service shall have a nut type operator and shall be equipped with a valve box and stem extension, as required.

F. Valve ends shall be mechanical joint type, except where flanged or restrained joint ends are shown. Flange joints shall meet the requirements of ANSI B16.1, Class 125.

G. Butterfly valves shall be manufactured by Mueller, M & H Valve, DeZurik, Val-Matic, or Pratt.

3.06 TAPPING SLEEVES

A. General:

1. Tapping sleeves shall be full circle, constructed of stainless steel and in two halves.

2. All tapping sleeves shall be Smith Blair #662 or equal.

B. The CONTRACTOR shall be responsible for determining the outside diameter of the pipe to be connected to prior to ordering the sleeve.

3.07 TAPPING SADDLES

A. General:

1. Tapping saddles shall be constructed of heavy gray cast iron or ductile iron, with the attachment straps, nuts, and washers constructed of corrosion- resistant, alloy steel in accordance with AWWA C111.

2. All tapping saddles shall be Smith Blair #317 or equal.

3. Tapping saddles 3 inches and larger shall have a ¾" threaded test port with plug for pressure testing on the tapping saddle and the tap valve.

3.08 FIRE HYDRANT

A. All fire hydrants shall conform to the requirements of AWWA C502 for 150 psi working pressure. Hydrants shall be the compression type, closing with line pressure. The valve opening shall not be less than 5-1/4-inches.

B. In the event of a traffic accident, the hydrant barrel shall break away from the standpipe at a point above grade and in a manner, which will prevent damage to the barrel and stem, preclude opening of the valve, and permit rapid and inexpensive restoration without digging or cutting off the water.

C. The means for attaching the barrel to the standpipe shall permit facing the hydrant a minimum of eight different directions.

D. Hydrants shall be fully bronze mounted with all working parts of bronze. Valve seat ring shall be bronze and shall screw into a bronze retainer.

E. All working parts, including the seat ring shall be removable through the top without disturbing the barrel of the hydrant.

F. The operating nut shall match those on the existing hydrants. The operating threads shall be totally enclosed in an operating chamber, separated from the hydrant barrel by a rubber O-ring stem seal and lubricated by a grease or an oil reservoir.

G. Hydrant shall be a non-freezing design and be provided with a simple, positive, and automatic drain which shall be fully closed whenever the main valve is opened.

H. Each hydrant shall have one 4-1/2-inch Storz pumper nozzle and two, 2-

1/2-inch hose connections. Hose connections shall be sufficient to seal them into the hydrant barrel.

I. Hydrants shall be furnished with a mechanical joint connection to the spigot of the 6-inch hydrant lead.

J. Minimum depth of bury shall be 3.5 feet. Provide extension section where necessary for proper vertical installation and in accordance with manufacturer's recommendations.

K. All outside surfaces of the barrel above grade shall be painted with enamel equal to Koppers Glamortex 501 in a color to be selected by the OWNER.

L. Hydrants shall be traffic model and shall be - American Darling B-84-B, Mueller Super Centurion, AVK Dry Barrel Hydrant Series 2780, or M & H Valve 929.

3.09 VALVE BOXES AND EXTENSION STEMS

A. Valve Boxes:

1. Unless shown otherwise on the Drawings, all valves shall be equipped with valve boxes.

2. The valve boxes shall be cast iron two-piece screw type with drop covers. Valve boxes shall have a 5.25-inch inside diameter.

3. Valve box covers shall weigh a minimum of 13 pounds.

4. The valve boxes shall be adjustable to 6-inches up or down from the nominal required cover over the pipe.

5. Valve boxes shall be of sufficient length that bottom flange of the lower belled portion of the box is below the valve operating nut.

6. Ductile or cast-iron extensions shall be provided as necessary.

7. Covers shall have "WATER" cast into them.

8. Valve boxes shall be manufactured in the United States.

9. PVC extensions shall not be used.

10. Valve box collars shall be poured in place concrete

B. Extension Stems:

1. Extension stems shall be provided to raise the operating nut to a

minimum of 24 inches below grade.

2. Connection to the valve shall be with a wrench flush to the nut coupling and a set screw to secure the coupling to the valve's operating nut.

3. The coupling and square wrench nut shall be welded to the extension stem.

4. The stem assembly shall be of a telescoping design that allows for variable adjustment length.

5. The material shall be galvanized square steel tubing.

6. The stem assembly shall have a built-in device that prevents the stem assembly from disengaging at its fully extended length. The extension stem must be capable of surviving a torque test to 1,000 feet per pound without failure.

3.10 ANCHOR COUPLINGS

A. Lengths and sizes shall be as shown on the Drawings. Anchor couplings shall be equal to ACIPCO A 10895 or U.S. Pipe U-591.

3.11 CONCRETE

A. Concrete shall have a compressive strength of not less than 3,000 psi, with not less than 5.5 bags of cement per cubic yard and a slump between 3 and 5 inches.

1. For job mixed concrete, submit the concrete mix design for approval by the OWNER.

2. Ready-mixed concrete shall be mixed and transported in accordance with ASTM C 94. Reinforcing steel shall conform to the requirements of ASTM A 615, Grade.

3. The thrust box shall not be poured over bolts or in such a way to prevent bolt removal.

3.12 DETECTION TAPE

A. Detection tape shall be composed of a solid aluminum foil encased in a protective plastic jacket.

B. Tapes shall be color coded in accordance with APWA color codes with the following legends:

1. Water Systems, Safety Precaution Blue, “Caution: Water Line Buried Below.”

2. Colors may be solid or striped.

3. Tape shall be permanently printed with no surface printing allowed.

C. Tape width shall be minimum 2 inches when buried less than 10 inches below the surface. Tape width shall be minimum 3 inches when buried greater than 10 inches and less than 20 inches.

D. Detection tape shall be equal to Lineguard Type III Detectable or Allen Systems Detectatape.

E. In addition, the CONTRACTOR shall furnish and install copper tracing wire. Tracer wire gauge shall be as required by the City.

3.13 FLUSHING HYDRANTS

A. Flushing hydrants shall be Safety-Guard Bacteriological Sampling Station model SG- BSS-01 or equal.

3.14 WATER SERVICES

A. It is the intent of these Specifications that the water service connections shall duplicate those presently provided by the OWNER in order to be compatible with their service maintenance procedures.

B. All materials shall be NSF 61 “Approved.”

C. All materials installed under this Section shall have the approval of the NSF for water services.

D. Residential Service:

1. CONTRACTOR will install water service lines between the water main and existing right-of-way, terminating at the right-of-way with a curb stop until FDEP clearance is obtained. CONTRACTOR shall disconnect the existing water service and connect the new water service to the existing water meter after clearances are obtained. Water service separations between storm sewer and sanitary sewer shall be the same as for water mains.

2. Tubing:

a. Water service tubing shall be crosslinked polyethylene, SDR9, manufactured in accordance with AWWA C904.

3. Curb Stop shall be BXX-XXXWNL Ball Valve as manufactured by Ford Meter Box Company, Inc or approved equal matching the size of the existing connection. Curb stop shall have wings for locking the valve in the closed position.

4. Corporation Stop shall be Ford FXXXXX-GNL or approved equal

5. Gate Valve:

    a. Gate valves shall be bronze, heavy duty, rising stem, wedge type with screwed or union bonnet.

    b. Valve ends shall be threaded or solder type as appropriate.

    c. Valves shall have a minimum 200 psi working pressure for water (125 psi working pressure for steam).

    d. Valves shall be made in the U.S.A.

    e. Gate valves shall be equal to Crane No. 428 (threaded) or Crane No. 1334 (solder end).

6. Fittings shall be manufactured of brass, cast with full port of full open valve and machined in accordance with AWWA C800.

7. Service Saddle shall be Smith Blair 317 or approved equal, Double Strap.

8. Meter boxes shall be provided by the OWNER

9. Water meters are not to be replaced; CONTRACTOR shall connect to the existing.

10. Residential Backflow Preventers:

    a. Shall be furnished by the City and installed by CONTRACTOR and be owned and maintained by Customer. All services being altered as part of this project must have a backflow preventer.

E. Commercial Service:

1. A commercial service shall be constructed similar to a watermain or residential service base on the size requirement.

3.15 VALVE AND METER VAULTS

A. Valve and meter vault walls shall be made up of precast concrete sections. The top and bottom sections shall also be precast unless shown otherwise or approved by the ENGINEER.

B. All coarse aggregate shall be made from 100 percent calcareous rocks. The contractor shall furnish manufacturer's certificate stating the type of aggregate used in the manufacture of the valve vault.

C. The materials shall conform to the following standards:

1. Concrete shall be 4000 psi using ASTM C150 Type II cement.

2. Wire mesh shall conform to ASTM A1064.

3. Reinforcing rods shall be ASTM A615 grade 60.

D. The top slab shall be cast with the access hatch in place. Access hatch shall be as specified on the drawings.

3.16 INSULATION

A. All aboveground pipe shall be insulated with 6 pound fiberglass, minimum "K" of 0.23 @ 75ºF and nominal thickness of 1 inch. The fiberglass shall be 25 ASJ/SSL – 11 with a double sealing lap seal, as manufactured by Owens-Corning or Equal.

B. Cover the fiberglass with a 0.016-inch to 0.040-inch thick (depending on pipe diameter) corrugated aluminum jacket with poly-weld linings, as manufactured by Pabco/Childers, or equal. In lieu of insulation wrap, an approved, insulated enclosure may be provided.

PART 4 - EXECUTION

4.01 HANDLING PIPE

A. General:

1. All material, unless otherwise directed, shall be unloaded at the job site and distributed at the site of the project by the CONTRACTOR.

2. Materials shall be handled with care to avoid damage. In loading and unloading, pipe shall be lifted by hoists or slid or rolled on skids in such a manner as to avoid shock. Under no circumstances shall pipe be dropped.

3. Pipe handled on skids must not be allowed to roll against pipe already on the ground.

4. The CONTRACTOR shall be responsible for the safe handling of all materials. Damaged materials will be rejected by the OWNER.

   Pipe shall be handled so as to avoid damage to the coating and lining. If, however, any part of the coating or lining is damaged by the CONTRACTOR, the repair shall be made by the CONTRACTOR at his expense in a manner satisfactory to the OWNER before installation.

B. Pipe shall be distributed on the site of the work parallel with and opposite or near the place it is to be laid in the trench, and with bell ends facing the directions in which the installation will proceed unless otherwise directed.

C. Pipe shall be distributed and placed in such a manner that will not interfere with traffic.

D. No pipe shall be strung further along the route than 1,000 feet beyond the area in which the CONTRACTOR is actually working without written permission from the OWNER. The OWNER reserves the right to reduce this distance to a maximum distance of 200 feet in residential and commercial areas based on the effects of the distribution to the adjacent property owners.

E. No street or roadway may be closed for unloading of pipe without first obtaining permission from the proper authorities. The CONTRACTOR shall furnish and maintain proper warning signs and obstruction lights for the protection of traffic along highways, streets and roadways upon which pipe is distributed.

F. No distributed pipe shall be placed inside drainage ditches.

G. Distributed pipe shall be placed as far as possible from the roadway pavement, but no closer than five feet from the roadway pavement, as measured edge-to-edge.

4.02 INSTALLATION OF PIPE

A. General:

1. Upon satisfactory installation of the pipe bedding, as defined by the contract documents section of these specifications, a continuous trough for the pipe barrel and recesses for the pipe joints shall be excavated so that, when the pipe is laid in the trench true to line and grade, the pipe barrel will receive continuous, uniform support, and

the joint will receive no pressure from the trench bottom.

B. The interior of all pipe shall be thoroughly cleaned of all foreign material before being lowered into the trench and shall be kept clean during laying operations by means of plugs or other approved methods.

C. All pipe, fittings, valves, and hydrants shall be carefully lowered into the trench, piece by piece, by means of hoisting apparatus, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to pipe, pipe coating, and pipe lining. Under no circumstances shall pipe or accessories be dropped, dumped or rolled into the trench from finished ground level.

D. The gasket material for each joint shall be properly positioned before the pipe is lowered into the trench. The joining of the pipe shall proceed in accordance with the manufacturer's requirements.

E. Watertight plugs shall be installed in the open ends of the pipe at all times when pipe laying is not in progress. At no time shall trench water be permitted to enter pipe.

F. Cutting of pipe for inserting valves, fittings, or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe. Wherever it is necessary to cut gray or ductile cast iron pipe which is equipped with a push-on joint type bell end, the cut end of the pipe shall be adequately beveled so as to prevent the edge of the cut pipe from cutting or tearing the gasket as the plain end is inserted into the bell of the adjoining pipe or fitting. All field-cut pipe shall be beveled by the CONTRACTOR.

G. Whenever necessary to deflect pipe after proper homing from a straight line, either in the vertical or horizontal plane to avoid obstructions, the maximum allowable deflection shall be 50% of the manufacturer's maximum allowable deflection. Only after the pipe has been properly homed will it be allowed to deflect.

H. No pipe shall be laid in water or when the trench conditions or the weather is unsuitable for such work.

I. All water lines and services shall be located a minimum of 36 inches below grade unless noted otherwise on the drawings.

J. Any pipe which is disturbed or found to be defective after laying shall be removed and re-laid or replaced.

K. Prior to connecting new work to existing lines or appurtenances, the CONTRACTOR shall verify location and elevation of existing connection point and notify OWNER of any conflicts or discrepancies.

L. Joints:

1. Before laying the pipe, all lumps, blisters, and excess coal tar coating shall be removed from the bell and plain ends of each length of pipe. The pipe ends shall then be wire brushed and wiped until clean and dry. Where mechanical joints or push-on joints are specified, oil and grease also shall be removed. Pipe ends shall be kept clean until joints are made. The plain end of pipe for mechanical joints shall be lubricated with a soapy solution before installing the gaskets.

2. In making up the push-on type joint, the gasket shall be placed in the socket per manufacturer's recommendation. A thin film of lubricant (approved by the pipe manufacturer) shall then be applied to the inside surface of the gasket that will come in contact with the entering pipe. The plain end of the pipe to be entered shall be thoroughly cleaned and placed in alignment with the bell of the pipe to which it is to be joined. The joint shall be made by exerting sufficient force on the entering pipe so that the plain end is moved past the gasket until it seats as per manufacturer's recommendation.

    a. Pipe lubricant shall be Ease-On Pipe Joint Lubricant or equivalent.

    b. Pipe lubricant shall be brushed over the gasket and the plain end of the pipe for push on joints and mechanical joints, where needed.

3. Backhoe buckets or excavation equipment are not to be applied directly to the pipe.

4. Mechanical joints shall be assembled in accordance with AWWA Standards. Mechanical joints shall be centered in the bells. Soapy water shall be brushed over the gasket just prior to installation. The gasket and gland shall be placed in position, the bolts inserted, and the nuts tightened by hand.

5. The bolts shall be tightened on opposite sides of the pipes by means of a torque wrench in such a manner that the gland shall be brought up evenly into the joint. Bolt torques shall be applied at the manufacturer's specified values.

6. If effective seal is not obtained at a maximum torque listed by the manufacturer, the joint shall be disassembled and reassembled after thorough cleaning.

7. If a joint is defective, it shall be cut out and entirely replaced or, if permission is given by the OWNER, it may be repaired by a suitable clamp.

M. Electronic Locator:

1. Have available at all times an electronic pipe locator and a magnetic locator, in good working order, to aid in locating existing pipelines or other obstructions.

N. Water Main Separation Requirements:

1. Water main installation requirements shall follow the guidelines as set forth in Florida Administrative Code 62-555.

4.03 INSTALLATION OF FITTINGS, VALVES AND TAPS

A. Installation of Fittings:

1. Fittings shall be handled with care to avoid damage.

2. All fittings shall be loaded and unloaded by lifting, and under no circumstances shall fittings be dropped, skidded, or rolled. Under no circumstances shall fittings be placed against pipe or other fittings in such a manner that damage could result.

3. Slings, hooks, or tongs used for lifting shall be padded in such a manner as to prevent damage to exterior surface or interior lining of fittings. If any part of the fittings' coating or lining is damaged by the CONTRACTOR, the repair or replacement shall be made by the CONTRACTOR at his expense and in a manner satisfactory to the OWNER before installing.

4. Fittings shall also be stored at all times in a safe manner to prevent damage and kept free of dirt, mud, or other foreign matter.

5. All fitting gaskets shall be stored and placed in a cool location out of direct sunlight and out of contact with petroleum products.

6. All gaskets shall be used on a first-in, first-out basis.

7. Fittings shall be set and joined to the pipe in a manner specified previously for joint assembly.

8. When conditions warrant, fittings should be provided with special support trussing and blocking.

B. Valves Installation:

1. Valves that are 12 inches and larger valves shall be provided with special support, such as treated timbers, crushed stone, concrete pads or a sufficiently tamped trench bottom so that the pipe will not be required to support the weight of the valve.

2. Valves shall be installed in the closed position.

3. Prior to installation, valves shall be inspected for direction of opening, number of turns to open, freedom of operation, tightness of pressure-containing bolting and test plugs, cleanliness of valve ports and especially seating surfaces, handling damage and cracks.

4. Defective valves shall be corrected or held for inspection by the OWNER.

C. Valve Box:

1. A valve box shall be provided on each underground valve.

2. They shall be carefully set, centered exactly over the operating nut and truly plumbed.

3. The valve box shall not transmit shock or stress to the valve.

4. The bottom flange of the lower belled portion of the box shall be placed below the valve operating nut.

5. This flange shall be set on brick, so arranged that the weight of the valve box and superimposed loads will bear on the base and not on the valve or pipe.

6. Extension stems shall be installed to set the top of the operating nut 24-inches below finished grade.

7. The valve box cover shall be flush with the surface of the finished area or such other level as directed by the OWNER.

8. All valve boxes set in non-paved areas shall have concrete pads poured around the top section of the valve box. The pad shall be a 24-inch square and shall be centered on the valve box.

9. All water valve covers shall be painted safety blue as prescribed by the American Public Works Association (APWA) uniform color code for utility systems.

10. All valve covers shall be cast with the word “WATER.”

11. A 3-inch brass monument will be set on the northeast corner of each 24-inch poured pad of the valve box indicating the valve size, type, and number of turns required.

12. In no case shall valves be used to bring misaligned pipe into alignment during installation. Pipe shall be supported in such a manner as to prevent stress on the valve.

D. Valve Marker:

1. A valve marker shall be provided for each underground valve. Unless otherwise detailed on the Drawings or directed by the OWNER, valve markers shall be installed 6 inches inside the right of way or easement.

2. Raised pavement markers (RPM's) shall be provided and installed along the appropriate roadway centerline for each in-line valve installed.

3. RPM's for in-line valves shall be Type I, two-way, and white in color.

E. Blow-Offs:

1. Blow-offs shall not be connected to any sewer or submerged in any stream or be installed in any other manner that will permit back-siphoning of contaminated water.

F. The valve and valve box shall be installed so water department personnel can insert a valve key through the valve box and completely open and close the valve.

4.04 CONNECTIONS TO WATER MAINS

A. Make connections to existing pipelines with tapping sleeves and valves, unless specifically shown otherwise on the Drawings.

B. Location:

1. Before laying pipe, locate the points of connection to existing water mains and uncover as necessary for the OWNER to confirm the nature of the connection to be made.

C. Interruption of Services:

1. Make connections to existing water mains only when system operations permit.

2. Operate existing valves only with the specific authorization and direct supervision of the OWNER.

D. Testing:

1. The OWNER or their Representative must be present for the pressure test of the tapping saddle and tapping valve before the tap is allowed.

2. Test shall be done through the saddle and the test machine or the saddle and tap valve.

E. Tapping Saddles and Tapping sleeves:

1. Holes in the new pipe shall be machine cut, either in the field or at the factory. No torch cutting of holes shall be permitted. The coupon shall be delivered to the OWNER or their Representative.

2. Prior to attaching the saddle or sleeve, the pipe shall be thoroughly cleaned, utilizing a brush and rag, as required.

3. Before performing field machine cut, the water tightness of the saddle or sleeve assembly shall be pressure tested. The interior of the assembly shall be filled with water. Then using a hydro-static hand pump, pump to a pressure of 150 psi to ensure all air is expelled. No leakage shall be permitted for a period of thirty minutes.

4. After attaching the saddle or sleeve to an existing main, but prior to making the tap, the interior of the assembly shall be disinfected. All surfaces to be exposed to potable water shall be swabbed or sprayed with a one percent hypochlorite solution.

F. Connections and Repairs:

1. Where connections or repairs are required, CONTRACTOR shall only use solid sleeves and provide all materials and labor necessary to make the connection or repair to the existing pipeline, excluding service lines 2 inches or smaller.

4.05 INSTALLATION OF FIRE HYDRANTS

A. Prior to installation, inspect all hydrants for direction of opening, nozzle threading, operating nut and cap nut dimensions, tightness of pressure-containing bolting, cleanliness of inlet elbow, handling damage and cracks. Defective hydrants shall be corrected or held for inspection by the OWNER.

B. All hydrants shall stand plumb and shall have their nozzles parallel with or at right angles to the roadway, with pumper nozzle facing the roadway, except that hydrants having two-hose nozzles 90 degrees apart shall be set with each nozzle facing the roadway at an angle of 45 degrees.

C. Hydrants shall be set to the established grade, with the centerline of the lowest nozzle at least 12-inches above the ground or as directed by the OWNER.

D. Each hydrant shall be connected to the main with a 6-inch branch controlled by an independent 6-inch valve. When a hydrant is set in soil that is pervious, drainage shall be provided at the base of the hydrant by first wrapping the weephole/drainhole with a felt/mesh material that will allow the hydrant to drain. Then place coarse gravel or crushed stone mixed with coarse sand from the bottom of the trench to at least 6-inches above the drain port opening in the hydrant to a distance of 6-inches around the elbow.

E. When a hydrant is set in clay or other impervious soil, a drainage pit 2 x 2 x 2 feet shall be excavated below each hydrant and filled with coarse gravel or crushed stone mixed with coarse sand under and around the elbow of the hydrant and to a level of 6-inches above the drain port.

F. Hydrants shall be located as shown on the Drawings or as directed by the OWNER. In the case of hydrants that are intended to fail at the ground-line joint upon vehicle impact, specific care must be taken to provide adequate soil resistance to avoid transmitting shock moment to the lower barrel and inlet connection. In loose or poor load bearing soil, this may be accomplished by pouring a concrete collar approximately 6-inches thick to a diameter of 24-inches at or near the ground line around the hydrant barrel.

G. Raised pavement markers (RPM's) shall be provided and installed along the appropriate roadway centerline for each fire hydrant installed. RPM's for inline valves shall be Type I, two-way, and blue in color.

H. Hydrants installed but not in service must be appropriately identified as such with a "HYDRANT NOT IN SERVICE" bag or similar as approved by the City.

4.06 THRUST RESTRAINT

A. Retainer Glands:

1. Provide retainer glands at all points where hydraulic thrust may develop and on fire hydrants and all associated fittings, valves and related piping.

2. Retainer glands shall be installed in accordance with the manufacturer's recommendations, particularly; the required torque of the set screws.

3. The CONTRACTOR shall furnish a torque wrench to verify the torque on all set screws which do not have inherent torque indicators.

B. Thrust Collars:

1. Concrete collars shall be constructed as shown on the Drawings.

2. The welded-on collar shall be attached to the pipe by the pipe manufacturer.

3. Filter fabric shall be installed between the thrust collar and the adjacent soil.

C. Concrete Blocking:

1. Provide concrete blocking for all bends, tees, valves, and other points where thrust may develop, except where other exclusive means of thrust restraint are specifically shown on the Drawings. Filter fabric shall be installed between the concrete blocking and the adjacent soil.

2. Form and pour concrete blocking at fittings as shown on the Drawings and as directed by the OWNER. Pour blocking against undisturbed earth. Increase dimensions when required by over excavation.

D. Bell Restraints:

1. Place bell restraints on every joint of pipe greater than 6-inch diameter.

4.07 DETECTION TAPE AND LOCATE WIRE

A. Provide detection tape and locate wire for all water mains.

B. Locate wire shall not be wrapped around the pipe.

C. Locate wire shall be laid parallel to the 12 o'clock position of the main with at least 4 inches of separation.

D. Locate wire shall be looped into each valve box and pulled out a minimum of two feet from the top of the valve box.

4.08 WATER SERVICE CONNECTIONS

A. Water service connections shall be installed to the properties adjacent to the water transmission mains both to the same side of the roadway (Short Side Service) and to the opposite side of the roadway (Long Side Service) as directed by the OWNER.

B. Water service connections installed under roadway shall be pulled through a casing. Casings can be installed through a bored hole approximately equal in diameter to the external diameter of the casing or the casings can be installed by open cut method. Minimum cover under roadway shall be four feet. At other locations, minimum cover shall be three feet.

C. Installation shall conform to the details for water service connections appearing schematically on the Drawings. CONTRACTOR shall provide any and all appurtenant work required to provide the intended water service connections.

D. Transfer Service:

1. Immediately before connecting to the relocated or existing meter, all service lines shall be flushed to remove any foreign matter.

2. Any special fittings required to reconnect the existing meter, to the new service line, or the existing private service line, shall be provided by the CONTRACTOR.

3. To minimize out of service time, the CONTRACTOR shall determine the connections to be made and have all the required pipe and fittings on hand before shutting off the existing service.

4. After completing the connection, the new corporation stop shall be opened and all visible leaks shall be repaired.

E. Backflow preventers shall be provided on all water services. Please refer to Paragraph 2.16(C)10 for further backflow specifications.

F. GPS coordinates shall be provided for each service connection and lateral.

4.09 TESTING AND INSPECTION REQUIREMENTS

A. It will be the responsibility of the CONTRACTOR to coordinate all testing and inspections.

B. The CONTRACTOR shall notify the OWNER and applicable agency inspectors 48 hours in advance of testing and inspections.

4.10 HYDROSTATIC TEST

A. All sections of the water main subject to internal pressure shall be pressure tested in accordance with AWWA C600. A section of main will be considered ready for testing after completion of all thrust restraint and backfilling.

B. All tests shall be in the presence of the OWNER or their Representative.

C. Each segment of water main between main valves shall be tested individually.

D. Test Preparation:

1. Flush sections thoroughly at flow velocities, greater than 2.5 feet per second, adequate to remove debris from pipe and valve seats.

2. Partially operate valves and hydrants to clean out seats.

3. Provide temporary blocking, bulkheads, flanges and plugs as necessary, to assure all new pipes, valves and appurtenances will be pressure tested.

4. Before applying test pressure, air shall be completely expelled from the pipeline and all appurtenances. Insert corporation cocks at highpoints to expel air as main is filled with water as necessary to supplement automatic air valves. Corporation stops shall be constructed as detailed on the Drawings with a meter box.

5. Fill pipeline slowly with water. Provide a suitable pump with an accurate water meter to pump the line to the specified pressure.

6. The differential pressure across a valve or hydrant shall equal the maximum possible, but not exceed the rated working pressure. Where necessary, provide temporary backpressure to meet the differential pressure restrictions.

7. Valves shall not be operated in either the opening or closing direction at differential pressures above the rated pressure.

E. Test Pressure:

1. Test the pipeline at 150 psi or 1.5 times the operating pressure, whichever is greater, measured at the lowest point for at least two hours.

2. Maintain the test pressure within 5 psi of the specified test pressure for the test duration (at least two hours).

3. Should the pressure drop more than 5 psi at any time during the test period, the pressure shall be restored to the specified test pressure.

4. Provide an accurate pressure gauge with graduation not greater than 5 psi.

F. Leakage:

1. Leakage shall be defined as the sum of the quantity of water that must be pumped into the test section, to maintain pressure within 5 psi of the specified test pressure for the test duration. Leakage shall be the total cumulative amount measured on a water meter.

2. The OWNER assumes no responsibility for leakage occurring through existing valves.

G. Test Results

1. No test section shall be accepted if the leakage exceeds the limits determined by the following formula:

$$L = \frac{SD\sqrt{(P)}}{148{,}000}$$

Where: L = allowable leakage, in gallons per hour S = Length of pipe tested, in feet

D = nominal diameter of the pipe, in inches

P = average test pressure during the leakage test in pounds per square inch (gauge)

2. As determined under Section 4 of AWWA C600.

3. Allowable leakage at various pressures and pipe sizes is shown in the Table below (from AWWA C600 – Table 4.A) for 1,000 feet of Pipe: *

Avg.	Pipe Diameter (inches)												
Average Pressure (PSI)	3"	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"
250	0.32	0.43	0.64	0.85	1.07	1.28	1.50	1.71	1.92	2.14	2.56	3.21	3.85
225	0.30	0.41	0.61	0.81	1.01	1.22	1.42	1.62	1.82	2.03	2.43	3.04	3.65
200	0.29	0.38	0.57	0.76	0.96	1.15	1.34	1.53	1.72	1.91	2.29	2.87	3.44
175	0.27	0.36	0.54	0.72	0.89	1.07	1.25	1.43	1.61	1.79	2.15	2.68	3.22
150	0.25	0.33	0.50	0.66	0.83	0.99	1.16	1.32	1.49	1.66	1.99	2.48	2.98
125	0.23	0.30	0.45	0.60	0.76	0.91	1.06	1.21	1.36	1.51	1.81	2.27	2.72
100	0.20	0.27	0.41	0.54	0.68	0.81	0.95	1.08	1.22	1.35	1.62	2.03	2.43

4. If the water main section being tested contains lengths of various pipe diameters, the allowable leakage shall be the sum of the computed leakage for each diameter. The leakage test shall be repeated until the test section is accepted. All visible leaks shall be repaired regardless of leakage test results.

H. Completion:

1. After a pipeline section has been accepted, relieve test pressure. Record type, size and location of all outlets on record drawings.

I. Re-Testing:

1. Any alterations made to pipeline performed after initial testing shall be re-tested and passed again, regardless of initial test results.

J. Notification:

1. OWNER shall be notified 24-hours in advance prior to CONTRACTOR performing pressure and leakage testing.

4.11 DISINFECTING PIPELINE

A. After successfully pressure testing each pipeline section, disinfect in accordance with AWWA C651 for the continuous-feed method and these Specifications.

B. Disinfection:

1. Before disinfection is performed, the CONTRACTOR shall submit a written procedure for approval before being permitted to proceed with the disinfection. This plan shall also include the steps to be taken for the neutralization of the chlorinated water.

C. Chlorination

1. Adhere to the requirements of AWWA C651 “Disinfecting Water Mains.”

D. Bacteriological Testing:

1. After final flushing and prior to DEP approval and the water main being placed into service, the CONTRACTOR shall collect samples from the line and have tested for bacteriological quality in accordance with the rules of the Florida Department of Environmental Protection.

2. The CONTRACTOR shall give the OWNER 48-hour written notice of the planned bacteriological testing to facilitate public notification, if

required. A OWNER representative must be present when samples are taken. Immediately after samples are taken, the CONTRACTOR shall give the samples to the OWNER representative for handling. The OWNER representative shall be responsible for delivering the samples to the laboratory for testing. The bacteriological samples shall be analyzed for both coliform and non-coliform growth. Testing shall be performed by a laboratory certified by the State of Florida and approved by the OWNER.

3. All sampling and testing costs shall be paid for by the CONTRACTOR prior to final acceptance.

4. Re-chlorinate lines until required results are obtained.

END OF SECTION 02400

ATTACHMENT E

REVISED
BID FORM
(IN ITS ENTIRETY)

BID FORM ITB NO: 2023-02

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 rehabilitate the water system 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 FORM (PLEASE COMPLETE)					
Bid Item #	**Description**	**Qty**	**Unit**	**Cost**	**Total**
1.	Mobilization/Demobilization	1	LS		
2.	Bonds and Insurance	1	LS		
3.	Maintenance of Traffic	1	LS		
4.	As-Builts by PLS	1	LS		
5.	Testing, Flushing, and Disinfecting	1	LS		
6.	Water System Improvements (excluding Directional Bore)	1	LS		
7.	8-Inch FPVC Directional Bore Sheet C1.11 (Sta. 9+00 to Sta. 11+26)	1	LS		
8.	8-Inch FPVC Directional Bore Sheet C1.12 (Sta. 14+00 to Sta. 15+20)	1	LS		
9.	8-Inch FPVC Directional Bore Sheet C1.12 (Sta. 20+00 to Sta. 21+61)	1	LS		
10.	8-Inch FPVC Directional Bore Sheet C1.13 (Sta. 25+11 to Sta. 26+59)	1	LS		
11.	8-Inch FPVC Directional Bore Sheet C1.13 (Sta. 30+35 to Sta. 34+10)	1	LS		
12.	1” Water Services Connection (Short)	272	EA		
13.	1” Water Services Connection (Long)	132	EA		
14.	Restoration	1	LS		
				Total	

ATTACHMENT F

REVISED SUPPLEMENTAL CONDITIONS (FEDERAL REGULATIONS)

(IN ITS ENTIRETY)

Florida Department of Environmental Protection

State Revolving Fund Program

Supplementary Conditions

for

Formally Advertised Construction Procurement

REVISED 8/2022

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FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

SUPPLEMENTARY CONDITIONS

The intent of the Florida Department of Environmental Protection (FDEP) Supplementary Conditions is to complement and supplement other provisions of the Bidding Documents. However, if there is any conflict between the FDEP Supplementary Conditions and other provisions of the Bidding Documents, the FDEP Supplementary Conditions shall take precedence over the other provisions except when the other provisions are similar to, but more stringent than, the FDEP Supplementary Conditions. When other provisions of the Bidding Documents are similar to, but more stringent than, the FDEP Supplementary Conditions, the more stringent provisions shall apply.

ARTICLE 1 - DEFINITIONS

Wherever used in these Supplementary Conditions (except in the appendices to these Supplementary Conditions), the following terms have the meanings indicated, which are applicable to both the singular and plural thereof.

1.1 Addendum -A written or graphic instrument that is issued prior to the opening of bids and that clarifies, corrects, or changes the Bidding Documents.

1.2 Agreement or Contract - The written agreement between the Owner and the Contractor covering the Work to be performed and furnished; these Supplementary Conditions and other Contract Documents are attached to the Agreement/Contract and made a part thereof as provided therein.

1.3 Bid - The offer or proposal of a bidder submitted on the prescribed form and setting forth the price(s) for the Work to be performed and furnished.

1.4 Bidder - Any person, firm, or corporation that submits a bid directly to the Owner.

1.5 Bidding Documents - The Advertisement for Bids or the Invitation to Bid, the Instructions to Bidders or the Information for Bidders, the Bid Form, the proposed Contract Documents, and all addenda.

1.6 Bond - An instrument of security.

1.7 Change Order - A document that is recommended by the Engineer and signed by the Contractor and the Owner; that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time; and that is issued on or after the Effective Date of the Agreement/Contract.

1.8 Contract Documents - The Agreement/Contract; the Contractor's Bid when attached as an exhibit to the Agreement/Contract; the Performance and Payment Bond(s); the General Conditions; the Supplementary Conditions (including these

Supplementary Conditions); the Specifications (written technical descriptions of material, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto); the Drawings (drawings that show the character and scope of the Work to be performed and furnished); all addenda that pertain to the Contract Documents; and all change orders.

1.9 Contract Time - The number of days or the date stated in the Contract Documents for completion of the Work.

1.10 Contractor - The person, firm, or corporation with whom or which the Owner enters into the Agreement/Contract.

1.11 Effective Date of the Agreement/Contract - The date indicated in the Agreement/Contract on which the Agreement/Contract becomes effective, or if no such date is indicated in the Agreement/Contract, the date on which the Agreement/Contract is signed and delivered by the last of the two parties to sign and deliver the Agreement/Contract.

1.12 Engineer - The person, firm, or corporation named as such in the Contract Documents.

1.13 Minority Business Enterprise (MBE) - A historically Black college or university or a business that is (a) certified as socially and economically disadvantaged by the Small Business Administration, (b) certified as an MBE by a state or federal agency, or (c) an independent business concern which is at least 51-percent owned and controlled by minority group members. (A minority group member is an individual who is a citizen of the United States and one of the following: [i] Black American; [ii] Hispanic American [with origins from Puerto Rico, Mexico, Cuba, or South or Central America]; [iii] Native American [American Indian, Eskimo, Aleut, or native Hawaiian]; or [iv] Asian-Pacific American [with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent].)

1.14 Notice to Proceed -The written notice given by the Owner to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform its obligations under the Contract Documents.

1.15 Owner - The local government (municipality, county, district, or authority; or any agency thereof; or a combination of two or more of the foregoing acting jointly) with which the Florida Department of Environmental Protection (FDEP) may execute, or has executed, a State Revolving Fund loan agreement and for which the Work is to be provided.

1.16 Project - The total construction or facilities described in a State Revolving Fund

loan agreement between the FDEP and the Owner, of which the Work to be provided under the Contract Documents may be the whole or a part.

1.17 Sponsor – The recipient of the State Revolving Fund loan agreement that provides funds for the project.

1.18 Subcontract - A direct contract between a subcontractor and the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.19 Subcontractor - A person, firm, or corporation having a direct contract with the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.20 Successful Bidder - The lowest responsive, responsible bidder to whom or which the Owner intends to award the Agreement/Contract.

1.21 Women's Business Enterprise (WBE) - A business that is (a) certified as a WBE by a state or federal agency or (b) an independent business concern which is at least 51-percent owned and controlled/operated by women. (Determination of whether a business is at least 51-percent owned by women shall be made without regard to community property laws [e.g., an otherwise qualified WBE that is 51-percent owned by a married woman in a community property state will not be disqualified because the married woman's husband has a 50-percent interest in the married woman's share of the business; similarly, a business that is 51-percent owned by a married man and 49-percent owned by women will not become a qualified WBE by virtue of the married man's wife having a 50-percent interest in the married man's share of the business].)

1.22 Work - The entire completed construction or the various separately identifiable parts thereof required to be performed and furnished under the Contract Documents; Work is the result of performing services, furnishing labor, furnishing material and equipment, and incorporating material and equipment into the construction as required by the Contract Documents.

ARTICLE 2 - PRIVITY OF AGREEMENT/CONTRACT

2.1. The Owner expects to finance this Agreement/Contract with assistance from the FDEP, which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency (USEPA). Neither the State of Florida nor the United States (nor any of their departments, agencies, or employees) will be a party to this Agreement/Contract or any lower-tier subcontract.

ARTICLE 3 - PROCUREMENT REQUIREMENTS

3.1 This Agreement/Contract and the Owner's solicitation and award of this Agreement/Contract are subject to requirements contained in Chapter 62-503 (Revolving Loan Program) and/or Chapter 62-552, Florida Administrative Code as applicable.

ARTICLE 4 - RESOLUTION OF PROTESTS AND CLAIMS/DISPUTES

Resolution of Protests Concerning the Owner's Solicitation and/or Award of this Agreement/ Contract:

4.1 Protests concerning the Owner's solicitation and/or award of this Agreement/Contract must be filed in writing with the Owner to be considered.

4.2 All timely written protests concerning the Owner's solicitation and/or award of this Agreement/Contract are to be resolved in accordance with the Owner's dispute resolution process. A copy of the ordinance(s), resolution(s), or written policy (policies) that set forth the Owner's dispute resolution process is included elsewhere in the Bidding Documents or is to be made available by the Owner upon request.

4.3 Neither the (FDEP) nor the USEPA will become a party to, or have any role in resolving, protests concerning the Owner's solicitation and/or award of this Agreement/Contract. Protest decisions made by the Owner cannot be appealed to the FDEP or the USEPA.

Resolution of Claims and Disputes Between the Owner and the Contractor:

4.4 Unless otherwise provided in the Contract Documents, all claims and disputes between the Owner and the Contractor arising out of, or relating to, the Contract Documents or the breach thereof are to be decided by arbitration (if the Owner and the Contractor mutually agree) or in a court of competent jurisdiction within the State of Florida.

4.5 Neither the FDEP nor the USEPA will become a party to, or have any role in resolving, claims and disputes between the Owner and the Contractor.

ARTICLE 5 - CHANGES TO THE BIDDING AND CONTRACT DOCUMENTS

5.1 All changes to the Bidding Documents made subsequent to the FDEP's acceptance of the Bidding Documents and prior to the opening of bids are to be documented via addendum (addenda) to the Bidding Documents; all changes to the Contract Documents made after the opening of bids are to be documented by change order(s) to the Contract Documents.

The Owner shall submit all addenda and change orders to the FDEP.

ARTICLE 6 - BONDS AND INSURANCE

Bid Guarantees:

6.1 Each bidder's bid is to be accompanied by a bid guarantee made payable to the Owner in an amount at least equal to five percent of the bidder's maximum bid price and in the form of a certified check or bid bond.

Performance and Payment Bond(s):

6.2 The Contractor shall furnish a combined performance and payment bond in an amount at least equal to 100 percent of the Contract Price (or, if required elsewhere in the Contract Documents, the Contractor shall furnish separate performance and payment bonds, each in an amount at least equal to 100 percent of the Contract Price) as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. This(these) bond(s) are to be delivered to the Owner by the Contractor along with the executed Agreement/Contract. The Owner shall forward a copy of this (these) bond(s) to the FDEP.

Insurance:

6.3 The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, such liability insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims that may arise out of, or result from, the Contractor's performance and furnishing of the Work (whether the Work is to be performed or furnished by the Contractor or any subcontractor at the Work site) and the Contractor's other obligations under the Contract Documents. This insurance is to include workers' compensation insurance, comprehensive general liability insurance, comprehensive automobile liability insurance, and contractual liability insurance applicable to the Contractor's indemnification obligations and is to be written for not less than the limits of liability and coverages determined by the Owner or required by law, whichever is greater.

6.4 The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, property insurance upon the Work at the Work site in an amount equal to the full replacement cost of the Work or the full insurable value of the Work. This insurance is to include the interests of the Owner, the Contractor, and all subcontractors at the Work site (all of whom are to be listed as insured or additional insured parties); is to insure against the perils of fire and extended coverage; and is to include "all-risk" insurance for physical loss or damage due to theft, vandalism and malicious mischief, collapse, water damage, and/or all other risks against which coverage is

obtainable.

6.5 Before any Work at the Work site is started, the Contractor shall deliver to the Owner certificates of insurance that the Contractor is required to purchase and maintain in accordance with Paragraphs 6.3 and 6.4 of this Article and other provisions of the Contract Documents, and the Owner shall deliver to the Contractor certificates of insurance that the Owner is required to purchase and maintain in accordance with Paragraphs 6.3 and 6.4 of this Article and other provisions of the Contract Documents.

ARTICLE 7 - AWARD OF AGREEMENT/CONTRACT

7.1 If this Agreement/Contract is awarded, it is to be awarded to the lowest responsive, responsible bidder. A fixed price (lump sum or unit price or both) agreement/contract is to be used. A clear explanation of the method of evaluating bids and the basis for awarding this Agreement/Contract are included elsewhere in the Bidding Documents. All bids may be rejected when in the best interest of the Owner. After the contract has been awarded, the Owner shall give the Contractor a notice to proceed fixing the date on which the Contract Time will commence to run. The Owner shall forward a copy of this notice to proceed to the FDEP.

ARTICLE 8 - ITEMIZED CONSTRUCTION COST BREAKDOWN; CONSTRUCTION AND PAYMENT SCHEDULES

8.1 The Contractor shall submit to the Owner, within ten calendar days after the Effective Date of this Agreement/Contract, an itemized construction cost breakdown and construction and payment schedules.

8.1.1 The itemized construction cost breakdown, or schedule of values, is to include quantities and prices of items aggregating the Contract Price and is to subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices are to include an appropriate amount of overhead and profit applicable to each item of Work.

8.1.2 The construction, or progress, schedule is to indicate the Contractor's estimated starting and completion dates for the various stages of the Work and is to show both the projected cost of Work completed and the projected percentage of Work completed versus Contract Time.

8.1.3 The payment schedule is to show the Contractor's projected payments cumulatively by month.

ARTICLE 9 – FDEP/USEPA ACCESS TO RECORDS AND PROJECT SITE

9.1. Authorized representatives of the Owner, the FDEP, and the USEPA shall have access to, for the purpose of inspection, the Work site(s), any books, documents, papers, and records of the Contractor that are pertinent to this Agreement/Contract at any reasonable time. The Contractor shall retain all books, documents, papers, and records pertinent to this Agreement/Contract for a period of five years after receiving and accepting final payment under this Agreement/Contract.

NOTE: ARTICLE 10 ONLY APPLIES TO FEDERAL CAP GRANT PROJECTS

ARTICLE 10 - DISADVANTAGED BUSINESS ENTERPRISES

10.1 The goal percent and timetable for Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation in the Work are found in Appendix B. If bidders or prospective contractors (including the Contractor) intend to let any lower-tier goods or services (including construction) subcontracts for any portion of the Work, they shall physically include these percentage goals for MBE and WBE participation in all solicitations for subcontracts and shall take good faith efforts to assure that MBEs and WBEs are utilized, when possible, as sources of goods and services. Good faith efforts are to include the following:

10.1.1 Require Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

10.1.2 Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

10.1.3 Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

10.1.4 Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

10.1.5 Use the services and assistance of the Small Business Administration and

the Minority Business Development Agency of the Department of Commerce.

10.1.6 If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs 10.1.1 through 10.1.5 of this section.

10.2. Within ten calendar days after being notified of being the apparent Successful Bidder, the apparent Successful Bidder shall submit to the Owner documentation of the affirmative steps it has taken to utilize Minority and Women's Business Enterprises (MBEs and WBEs) in the Work and documentation of its intended use of MBEs and WBEs in the Work. The Owner shall keep this documentation on file and shall forward to the FDEP a copy of the apparent Successful Bidder's documentation concerning its intended use of MBEs and WBEs in the Work.

ARTICLE 11 - DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

11.1 The bidder certifies, by submission of this proposal, that neither the bidder nor its principals, nor the bidder's subcontractors nor their principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

11.2 Where the bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

11.3 The bidder also certifies that it and its principals and the bidder's subcontractors and their principals:

11.3.1 Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

11.3.2 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 11.3.1 of this certification; and

11.3.3 Have not within a three-year period preceding this proposal had one or more

public transactions (federal, state or local) terminated for cause or default. Where the bidder is unable to certify to any of the above, such owner shall attach an explanation to this proposal.

11.3.4 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

11.3.5 The bidder shall incorporate the foregoing requirements 11.1 through 11.3 in all subcontracts.

ARTICLE 12 - EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

12.1 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding $10,000)

12.1.1 The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

12.1.2 The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in Florida, are as follows:

Goal for female participation: 6.9 percent statewide

Goal for minority participation: (See Appendix B at FDEP-15 for goals for each county)

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the

specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

12.1.3 The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

12.1.4 As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the State of Florida.

12.1.5 Contractors shall incorporate the foregoing requirements in all subcontracts.

12.2 Equal Opportunity Clause (Applicable to contracts/subcontracts exceeding $10,000) During the performance of this contract, the contractor agrees as follows:

12.2.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

12.2.2 The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The notice can be obtained online at https://www.dol.gov/sites/dolgov/files/ofccp/regs/compliance/posters/pdf/eeopost.pdf. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.

12.2.3 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

12.2.4 The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.2.5 The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

12.2.6 The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

12.2.7 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

12.2.8 The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs 12.2.1 through 12.2.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering

agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

12.3 The Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

12.3.1 As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director' means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

12.3.2 Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

12.3.3 If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

12.3.4 The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

12.3.5 Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

12.3.6 In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

12.3.7 The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of

Labor. The Contractor shall provide notice of these programs to the sources compiled under 12.3.7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

12.3.8 Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (12.3.7a through 12.3.7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

12.3.9 A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

12.3.10 The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

12.3.11 The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12.3.12 The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

12.3.13 The Contractor, in fulfilling its obligation under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

12.3.14 The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be

maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

12.3.15 Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

12.4 Pursuant to 41 CFR 60-1.7, if the price of this bid exceeds $10,000, the bidder, by signing and submitting this proposal, certifies the following:

12.4.1 Affirmative action programs pursuant to 41 CFR 60-2 have been developed and are on file;

12.4.2 Documentation of a previous contract or subcontract subject to the equal opportunity clause is available;

12.4.3 All reports due under the applicable filing requirements have been filed with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission; and

12.4.4 Each prospective construction subcontractor that may be awarded a lower-tier construction subcontract with a price exceeding $10,000 shall meet the above requirements 12.4.1 through 12.4.3.

12.5 Pursuant to 41 CFR 60-1.8, if the price of this bid exceeds $10,000, the bidder, by signing and submitting this proposal, certifies the following:

12.5.1 That he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments;

12.5.2 That he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained;

12.5.3 That he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments;

12.5.4 That he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained;

12.5.5 That a breach of this certification is violation of the Equal Opportunity Clause of this contract; and

12.5.6 That he/she will obtain identical certifications from proposed

Subcontractors prior to the award of Subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his/her files.

As used in this certification, the term "segregated facilities" means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise.

12.6 If the price of this Agreement/Contract exceeds $10,000, the Owner shall give written notice to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of this Agreement/Contract. The notice is to include the name, address, and telephone number of the Contractor; the employer identification number of the Contractor; the dollar amount of this Agreement/Contract; the estimated starting and completion dates of this Agreement/Contract; the number of this Agreement/Contract; and the geographical area in which the Work is to be performed.

12.7 If the price of this Agreement/Contract equals or exceeds $50,000 and if the Contractor has 50 or more employees, the Contractor shall electronically file Standard Form 100 (EEO-1) online at https://egov.eeoc.gov/eeo1/eeo1.jsp within 30 calendar days after the award of this Agreement/Contract , unless the Contractor has submitted such a report within 12 months preceding the date of award of this Agreement/Contract. In addition, the Contractor shall ensure that each construction subcontractor having 50 or more employees and a lower-tier construction subcontract with a price equaling or exceeding $50,000 also electronically files this form within 30 calendar days after the award to it of the lower-tier construction subcontract, unless the construction subcontractor has submitted such a report within 12 months preceding the date of award of the lower-tier construction subcontract.

ARTICLE 13 - IMMIGRATION REFORM AND CONTROL ACT OF 1986 (STATE OF FLORIDA EXECUTIVE ORDER 11-116)

The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Contractor shall only employ individuals who may legally work in the United States – either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Contractor shall use the U.S. Department of Homeland Security's E- Verify Employment Eligibility Verification system (https://www.e-verify.gov/) to verify the employment eligibility of:

- all new employees, during the term of this Agreement, to perform employment duties within Florida; and,

- all new employees (including subcontractors and subrecipients) assigned by the

Contractor to perform work pursuant to this Agreement.

The Contractor shall include this provision in all subcontracts/subgrants it enters into for the performance of work under this Agreement.

ARTICLE 14 – ENVIRONMENTAL COMPLIANCE

The Contractor, and all subcontractors at any tier, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans).

ARTICLE 15 – FEDERAL LABOR STANDARDS PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with the Federal Labor Standards Provisions as provided in Appendix C. Signing Appendix A certifies compliance with these provisions.

ARTICLE 16 – AMERICAN IRON AND STEEL PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with The American Iron and Steel Provision as provided in Appendix D. Signing Appendix A certifies compliance with these provisions.

ARTICLE 17 - PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES

A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

1. The contractor's maintaining an office or place of business within a particular local jurisdiction;

2. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or

3. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the

state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

NOTE: ARTICLE 18 ONLY APPLIES TO FEDERAL CAP GRANT PROJECTS

ARTICLE 18 – BUILD AMERICA, BUY AMERICA PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with The Build America, Buy America provision as provided in Appendix E. Signing Appendix A certifies compliance with the Build America, Buy America provision if the project is a Federal Cap Grant project.

APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS
CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

This certification relates to a construction contract proposed by:

_____

(insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor.

I certify that I have read the Florida Department of Environmental Protection's Supplementary Conditions and agree to incorporate the following articles into the bid and/or contract:

ARTICLE 11 DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)

ARTICLE 12 EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

ARTICLE 13 IMMIGRATION REFORM AND CONTROL ACT (FLORIDA EXECUTIVE ORDER 11-116)
ARTICLE 14 ENVIRONMENTAL COMPLIANCE

ARTICLE 15 FEDERAL LABOR STANDARDS PROVISION

ARTICLE 16 AMERICAN IRON AND STEEL PROVISION

ARTICLE 18 BUILD AMERICA, BUY AMERICA PROVISION – IF A FEDERAL CAP GRANT PROJECT

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding $2,000. I also agree that I will retain such certifications in my files.

_____ _____

(Signature of Authorized Official) (Date)

_____

(Name and Title of Authorized Official [Print or Type])

_____

(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

_____

(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

_____

(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

APPENDIX B

TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

GOALS AND TIMETABLES FOR MINORITIES AND FEMALES

[Note: These goals and timetables are the goals and timetables referred to in Paragraph 2 of the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)"; these goals and timetables are to be included in all FDEP assisted construction contracts and subcontracts with a price exceeding $10,000 and in all solicitations for such contracts and subcontracts.]

The following goals and timetables for female utilization shall be included in all federal and federally assisted construction contracts and subcontracts in excess of $10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a federal or federally assisted construction contract or subcontract.

Area covered: Goals for Women apply nationwide.

Goals and Timetables

Timetable	Goals (percent)
Indefinite	**6.9**

Goals for minority utilization can be found in the Department of Labor's Construction Contractors Technical Assistance Guide (October 2019), available on the internet at https://www.dol.gov/sites/dolgov/files/OFCCP/Construction/508_cctag_12032020.pdf. These goals shall be included for each craft and trade in all federal or federally assisted construction contracts and subcontracts in excess of $10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally assisted or non-federally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this Appendix.

APPENDIX C

TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

Davis-Bacon Requirements

FEDERAL LABOR STANDARDS PROVISIONS

(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act)

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

1 Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, 29 CFR Part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29

CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) EPA Sponsor:

(a) The sponsor, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The FDEP shall approve a request for an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sponsor(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sponsor to the FDEP. The FDEP will transmit the request to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the FDEP or will notify FEDP within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and the sponsor do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), the FDEP shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of FDEP, to the Administrator for determination.

The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding.

The sponsor shall, upon written request of the EPA or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, EPA may, after written notice to the contractor, sponsor, applicant, or owners, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(a) The contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to the sponsor. Such documentation shall be available upon request by FDEP. As to each payroll copy received, the sponsor shall provide a certification that the project is in compliance with the requirements of 29 CFR 5.5(a)(1) with each disbursement request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current addresses of each covered worker, and shall provide them upon request to the

sponsor for transmission to the FDEP or EPA if requested by EPA, the FDEP, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsor. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(b) Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR Part 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR Part 5.5 (a)(3)(I), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the Statement of Compliance required by paragraph A. 3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(I) of this section available for inspection, copying, or

transcription by authorized representatives of the FDEP or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FDEP may, after written notice to the contractor, or sponsor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, the Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Office

of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, the Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination, Debarment.

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

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.

9. Disputes Concerning Labor Standards.

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

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U. S. C., Federal Housing Administration transactions, provides in part "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement, knowing

the same to be false . . . shall be fined not more than $5,000 or imprisoned not more than two years, or both".

11. Complaints, Proceedings, or Testimony by Employees.

A. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

B. Contract Work Hours and Safety Standards Act. The sponsor shall insert the following clauses set forth in paragraphs B.(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by item 3 above or 29 CFR 4.6. As used in the paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. The sponsor,

upon written request of the FDEP or an authorized representative of the Department of Labor, may withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety:

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).

(3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

12 Guidance to Contractor for Compliance with Labor Standards Provisions

a) Contracts with Two Wage Decisions:

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each

worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification **must** be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

b) Complying with Minimum Hourly Amounts:

1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the Rates and Fringe Benefits (if any) columns of the applicable wage decision.

2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the Rates and Fringe Benefits columns.

3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

c) Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime. The Contract Work Hours

Act contains the overtime requirement and uses basic rate of pay as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

d) Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

e) Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the state agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

f) Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other

supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

g) Sole Proprietorships / Independent Contractors / Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as owner is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

h) Apprentices / Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program**. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the trade depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate

classification.

Presently, no worker may be classified as a helper. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

APPENDIX D
TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS

American Iron and Steel Requirement

The Contractor acknowledges to and for the benefit of the _____ ("Owner") and the State of Florida (the "State") that it understands that iron and steel products to be installed as a part of this contract must be in compliance with the requirements in H.R. 3547, "Consolidated Appropriations Act, 2014," (Appropriations Act). H.R. 3547 includes the following language in Division G, Title IV, Sec. 436, under the heading, "Use of American Iron and Steel,":

(a) (1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") finds that--

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

APPENDIX E
TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS

Build America, Buy America Requirement

The Contractor acknowledges to and for the benefit of the _____ ("Owner") and the State of Florida (the "State") that it understands that the products to be installed as a part of this contract must be in compliance with the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58, which includes the Build America, Buy America Act ("the Act"). Pub. L. No. 117-58, §§ 70901-52. The Act requires the following Buy America preference:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor hereby presents and warrants to and for the benefit of the Owner and State that (a) the Contractor has reviewed and understands the Build America, Buy America Requirement, (b) all of the products used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this Acknowledgement, or information necessary to support a waiver of the Build America, Buy America Requirement, as may be requested by the Owner or the State.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

ATTACHMENT G

REVISED
NOTICE TO PROCEED
(IN ITS ENTIRETY)

NOTICE TO PROCEED

DATE: _____

TO: _____

_____

_____

PROJECT: **CITY OF PARKER ITB 2023-02**
WATER SYSTEM IMPROVEMENTS
CONSTRUCTION BID NO. DW030721

You are hereby notified to commence Work in accordance with the Agreement dated___ _____, 20___, on or before _____, 20___ , and you are to substantially complete the Work within 335 calendar days, by _____, 2023.

.

Upon reaching substantial completion, you will have 30 additional calendar days to reach final completion. The date of completion of all Work is therefore _____, 2023.

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_____, 20___.

_____

Signature

By: _____

Type or Print Name

Title: _____

ATTACHMENT H

REVISED AGREEMENT

(IN ITS ENTIRETY)

AGREEMENT

This Agreement, dated _____ is between the City of Parker, located at 1001 West Park Avenue, Parker, Florida 32404 ("OWNER") and _____, doing business as a _____ (an individual), or (a partnership), or (a corporation), having a business address of _____ (hereinafter called "CONTRACTOR"). It should be noted that the term CONTRACTOR in this Agreement will apply to the CONTRACTOR awarded each of the individual projects from **ITB 2023-02: CITY OF PARKER - WATER SYSTEM IMPROVEMENTS CONSTRUCTION BID NO. DW030721.**

1. Scope of Work

The OWNER desires to hire CONTRACTOR to provide all necessary labor, supervision, equipment, and supplies for the performance of the work in connection with the construction of **ITB 2023-02: CITY OF PARKER - WATER SYSTEM IMPROVEMENTS CONSTRUCTION BID NO. DW030721** ("Project"), to be located within Parker, in accordance with the Drawings and Specifications prepared by Anchor CEI, Inc. and all other Contract Documents hereafter specified.

The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the Work required under the Contract Documents, as defined herein, and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively, the "Work").

The OWNER shall award the **CITY OF PARKER - WATER SYSTEM IMPROVEMENTS CONSTRUCTION BID NO. DW030721** project as detailed in the Construction Drawings and as summarized below:

~~Remove and replace ±1,030 linear feet of 4-inch polyvinyl chloride (PVC) pipe and appurtenances.~~

A. Remove and replace ±~~5,910~~6,940 linear feet of 6-inch PVC piping and appurtenances.

B. Remove and replace ±25,130 linear feet of 8-inch PVC piping and appurtenances.

C. Remove and replace ±1,100 linear feet of 8-inch fusible PVC directional bore and appurtenances crossing East Highway 98 and for driveways for some properties along East Highway 98.

D. Remove and replace 58 fire hydrants assemblies and appurtenances

E. Perform other site improvements throughout the City of Parker detailed on the Contract Drawings to include, but not be limited to:

1) Removal and replacement of concrete sidewalks.

2) Removal and replacement of concrete driveways.

3) Removal and replacement of gravel driveways.

4) Removal and replacement of asphalt driveways/roads.

5) Remove and replace 272 individual 1" Water Services Connection (Short).

6) Remove and replace 132 individual" Water Services Connection (Long).

7) Perform restoration throughout the City of Parker detailed on the Contract Drawings to include, but not be limited to:

a. Removal and replacement of concrete sidewalks.

b. Removal and replacement of concrete driveways.

c. Removal and replacement of gravel driveways.

d. Removal and replacement of asphalt driveways/roads.

e. Restore sites back to pre-construction condition and other and site improvements.

f. Restoration will also include the material required where piping was replaced by saw-cuts such as asphalt, roadway base and subbase materials as well as seeding or sodding in areas where construction disturbed landscape, in accordance with the contract documents.

~~5) Restore sites back to pre-construction condition and other and site improvements. Other Site Improvements will also include the material required where piping was replaced by saw-cuts such as asphalt, roadway base and subbase materials as well as seeding or sodding in areas where construction disturbed landscape, in accordance with the contract documents.~~

2. Contract Documents

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

A. **ITB 2023-02: CITY OF PARKER – WATER SYSTEM IMPROVEMENTS CONSTRUCTION BID NO. DW030721**, including but not limited to:

1) Plans and Specifications Package.

2) FDEP SUPPLEMENTAL CONDITIONS (INCLUDING ALL APPENDICES).

3) Bid Form.

4) Bid Bond.

5) Anti-Collusion Clause.

6) Conflict of Interest Disclosure Form.

7) Identical Tie Bids/Drug Free Workplace.

8) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

9) Certification Regarding Lobbying.

10) Certification Regarding Scrutinized Companies List

11) Sub-Contractors List

12) E-Verify Documentation

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

14) Contractor's response to the ITB.

15) Insurance Requirements.

16) Notice of Award.

17) Notice to Proceed.

18) Agreement.

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

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

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

22) Contract Change Orders.

23) Addenda:

No. __, dated_____, 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.

3. Term

This Contract shall commence within 10 calendar days after the date of receipt of the "Notice to Proceed" to CONTRACTOR(s). The CONTRACTOR(s) for each project listed in Item 1 above shall achieve Final Completion of the Work within ~~180~~ 365 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.

4. Contract Price

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

5. Payments

A. Notwithstanding anything contained herein to the contrary, all payments shall be made in accordance with the Florida Prompt Payment Act of the Florida Statute, Chapter 218.70, et seq.

B. CONTRACTOR shall use **AIA G702 – Application for Payment Form** for all pay requests to the OWNER.

C. CONTRACTOR shall submit with the first Application for Payment to the OWNER's designated representative (Anchor Consulting Engineering and Inspection, Inc.), a schedule of values allocated to the various portions of the Work as directly outlined in the CONTRACTOR's Bid Form, prepared in such form, and supported by such data to substantiate its accuracy as the OWNER shall require from time to time. This schedule of values, unless objected to by the OWNER, shall be used as a basis for reviewing the CONTRACTOR's Applications for Payment.

D. CONTRACTOR shall submit an Application for Payment to the OWNER's designated representative (Anchor Consulting Engineering and Inspection, Inc.) on or before the 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).

6. Independent CONTRACTOR

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

7. Contractor's Personnel

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

such employee from OWNER premises.

8. Cooperation

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

9. 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

10. Direct Purchasing

This Agreement does not include direct purchasing requirements.

11. Records / Audits

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

A. Keep and maintain public records required by the OWNER in order to perform the service.

B. Upon request from the OWNER's custodian of public records, provide the OWNER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the OWNER.

D. Upon completion of the Agreement, transfer, at no cost to the OWNER, all public records in possession of the CONTRACTOR, or keep and maintain

public records required by the OWNER to perform the service. If the CONTRACTOR transfers all public records to the OWNER upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records.

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

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

12. Public Records Custodian

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida 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.

13. Inspector General

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

14. OWNER Representative

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

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

15. Laws, Rules, and Regulations

A. General Laws:

1) CONTRACTOR agrees to comply, at its own expense, with all Federal, State, and local laws, codes, statutes, ordinances, rules, administrative orders, regulations, and requirements applicable to the Project, including but not limited to those dealing with safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes).

2) If CONTRACTOR observes that the Contract Documents are at variance therewith, it shall promptly notify the OWNER in writing.

3) The CONTRACTOR shall give all notices required of it by law and shall comply with all Federal, State, and local laws, ordinances, rules, and regulations governing CONTRACTOR's performance of this Agreement and the preservation of public health and safety.

4) Upon request by the OWNER, CONTRACTOR shall provide proof of such compliance to the OWNER.

B. Illegal Alien Labor:

1) The CONTRACTOR shall comply with all provisions State and Federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform Work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is in compliance with such laws.

2) The CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an

employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors.

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

C. Termination for Cause:

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

16. <u>Public Entity Crimes Statement</u>

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

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

17. <u>E-Verify</u>

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.

18. <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.

19. Warranty

A. The AWARDED BIDDER/CONTRACTOR shall fully warrant all workmanship and material, to meet or exceed the performance of the obligations under this Agreement and specifications, for a period of 1 year after completion of the work.

B. The warranty period begins at the date of final payment for the project. The CONTRACTOR shall expeditiously repair and remedy any defects in the construction that are discovered within 1 year, without cost or charge to the OWNER.

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

20. Insurance

During the term of this Agreement, the CONTRACTOR will purchase and maintain insurance and comply with the OWNER's Drug Free Workplace and Insurance Requirements which are incorporated herein by reference.

21. Public Construction Bond

A. Prior to signing the Contract, the AWARDED BIDDER will secure and post a Public Construction Bond pursuant to Section 255.05 of the Florida

Statutes.

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

C. Failure or refusal to furnish adequate bonds in a satisfactory form shall subject the AWARDED BIDDER to loss of time from the allowable construction period equal to the time of delay in furnishing the required bonds.

22. Hold Harmless and Indemnification

A. To the maximum extent permitted by Florida law, the CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the State of Florida, the Florida Department of Transportation, and their officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the CONTRACTOR or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the CONTRACTOR hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes..

B. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the CONTRACTOR to indemnify the OWNER for the negligent acts or omissions of the OWNER, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the CONTRACTOR to indemnify the FDOT for the negligent acts or omissions of FDOT, its officers, agents, or employees, or third parties.

C. The parties understand and agree that such indemnification by the CONTRACTOR relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter.

D. The CONTRACTOR’s obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

E. If the above indemnity or the defense provisions contained herein or any part of those provisions are limited by Florida Statutes Section 725.06(1), or any other applicable law, then with respect to the part so limited, the

monetary limitation on the extent of the indemnification shall be the greater of

1) The monetary value of the Contract,

2) Coverage amount of Commercial General Liability Insurance required under the Contract, or

3) $1,000,000.00.

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

23. Duty to Pay Defense Costs

A. The CONTRACTOR agrees to reimburse and pay on behalf of the OWNER the cost of the OWNER's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all:

1) Claims described in the Hold Harmless and Indemnification paragraph, or
2) Other claims arising out of the CONTRACTOR's performance of the Agreement and in which the OWNER has prevailed.

B. The OWNER shall choose its legal defense team, experts, and consultants and invoice the CONTRACTOR accordingly for all fees, costs, and expenses upon the conclusion of the claim.

C. Such payment on the behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

D. This section survives termination or expiration of this Agreement.

24. Notices

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

A. by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or

B. by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator, UPS or other expedited mail or package delivery, or

C. by hand delivery to the appropriate address as herein provided. Notices to the OWNER required hereunder shall be directed to the following address:

If to the **OWNER**:
City of Parker
1001 West Park Avenue
Parker, Florida 32404
(850) 871-4104

If to the CONTRACTOR:

_____
_____
_____
_____
_____

The CONTRACTOR shall notify the OWNER of any change to its address.

The Purchasing Department will disseminate the address change to all applicable departments and agencies including Finance. The CONTRACTOR's notification of address change is sufficient if sent by email or facsimile.

25. Assignment

The CONTRACTOR shall not assign in whole or in part any part of the Work of this Agreement except with prior written consent of the OWNER.

26. Successors and Assigns

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

27. Entire Agreement

All proposals, negotiations, and representations regarding the work of this Agreement are merged in this instrument. Any amendment or modification of this Agreement shall be in writing and signed by the duly authorized representatives of the parties.

28. No Waiver

The waiver by the OWNER of, or the OWNER's failure to demand strict performance of, any obligation of the CONTRACTOR shall not be construed to waive or limit the full and faithful performance by the CONTRACTOR of another of its obligations or of the same obligation in the future.

29. Administrative, Contractual, or Legal Remedies

Unless otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the local government and the CONTRACTOR, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

30. Termination for Cause and for Convenience

A. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

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.

31. Conflicts

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

A. The provisions of this contract prevail first.

B. The bid form and attachments are next.

C. The initial bid provisions are final priority.

32. Severability

Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

33. Governing Law & Venue

This Agreement is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Bay County, Florida

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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

INVITATION TO BID 2023-02
CITY OF PARKER
WATER SYSTEM IMPROVEMENTS
CONSTRUCTION BID NO. DW030721

ATTACHMENT I

REVISED
CONSTRUCTION DRAWINGS
(ENTIRE SET ATTACHED SEPARATELY)