# **INVITATION TO BID**



# CITY OF CALLAWAY LIFT STATION IMPROVEMENTS PROJECT BID NO: PW2019-09

ADVERTISED: The Bay County News Herald, Friday, November 22, 2019

PREBID MEETING: N/A

BID DEADLINE: 10:00 a.m. Friday, December 20, 2019

BIDS/PROPOSALS ARE TO BE SUBMITTED TO:

CITY OF CALLAWAY ATTN: JANICE L. PETERS, CITY CLERK 6601 EAST HWY. 22 CALLAWAY, FL 32404

BID OPENING: 10:15 a.m. Friday, December 20, 2019

Callaway Arts & Conference Center, 500 Callaway Park Way

**ATTACHMENTS:** Notice of Request for Bids/Proposals

General Instructions and Conditions Special Instructions and Conditions Minimum Technical Specifications

Sample Agreement

**Special Federal Provisions** 

Bid Forms (To be submitted with bid.):

**Bid/Certification Form** 

Public Entity Crimes Statement Drug Free Workplace Certification

Proprietary/Confidential Information Form

Certification Regarding Debarment

Trench Safety Compliance Certification Form

Anti-Collusion Clause Form

Janice L. Peters, MMC, City Clerk

<u> Tanice L. Peters</u>

#### INSTRUCTIONS TO BIDDERS/PROPOSERS

Qualified firms are invited to submit a Bid/Proposal to the CITY OF CALLAWAY for the LIFT STATION LIFT STATION IMPROVEMENTS PROJECT, BID NO: PW2019-09, by replying to the enclosed specification. In order for the Bid/Proposal to be considered, complete all items in this specification.

All Bids/Proposals must include one (1) original and five (5) copies and be addressed to:

CITY OF CALLAWAY ATTN: CITY CLERK 6601 East Hwy. 22 CALLAWAY, FL 32404

Proposals must be **received** at the address listed above no later than **10:00 a.m. on Friday**, **December 20, 2019.** Late Proposals will not be accepted, regardless of the reason.

Proposal envelopes must be **sealed and marked** with the RFP number, due date, and name of Proposer so as to identify the enclosed submittal. If more than one package is submitted, please mark "1 of 2", "2 of 2", etc.

#### INTERPRETATION OF SPECIFICATION

All questions pertaining to the terms and conditions of the scope of work of this Bid/Proposal must be submitted **in writing** via email or fax to the City Clerk as shown below:

Janice L. Peters, MMC, City Clerk City of Callaway 6601 East Hwy. 22 Callaway, FL 32404 jpeters@cityofCallaway.com Fax: (850) 871-2444

No oral interpretations will be made to any firm as to the meaning of specifications or any other contract documents. In accordance with Florida Statutes 287.057(23), "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." Questions must be submitted as referenced above.

All questions must be received at least five (5) calendar days prior to the scheduled opening of Bids/Proposals. Any interpretation of the Bid/Proposal terms, conditions, and/or specification, if made, will be only by Addendum issued by the City Clerk. A copy of such Addendum will be posted to the City's website at <a href="https://www.cityofcallaway.com">www.cityofcallaway.com</a> and mailed to each proposer that received a copy of the advertisement of the Request for Bids/Proposals. IT IS THE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK THE CITY'S WEBSITE FOR ANY ADDENDUMS PRIOR TO SUBMITTING A BID/PROPOSAL. No verbal instructions or interpretations of drawings and specifications will be made other than indicated above.

The City reserves the right to reject any or all proposals, to waive informalities in the Bids/Proposals and to re-advertise for Bids/Proposals. The City also reserves the right to separately accept or reject any item or items of a Bid/Proposal and to award and/or negotiate a contract in the best interest of the City.

# **TABLE OF CONTENTS**



# CITY OF CALLAWAY LIFT STATION IMPROVEMENTS PROJECT BID NO: PW2019-09

Total Pages

	Per Section
SPECIAL INSTRUCTIONS AND CONDITIONS	2
GENERAL INSTRUCTIONS AND CONDITIONS	9
MINIMUM TECHNICAL SPECIFICATIONS	6
DRAWINGS	40
AGREEMENT FOR CONTRACTOR SERVICES	9
SPECIAL FEDERAL PROVISIONS	4
BID/PROPOSAL CHECKLIST	1
BID CERTIFICATION FORM	2
PUBLIC ENTITY CRIMES STATEMENT	2
DRUG-FREE WORKPLACE CERTIFICATION	1
PROPRIETARY/CONFIDENTIAL INFORMATION FORM	1
CERTIFICATION REGARDING DEBARMENT	1
TRENCH SAFETY COMPLIANCE CERTIFICATION FORM	1
ANTI COLLUSION CLAUSE FORM	1

# CITY OF CALLAWAY SPECIAL INSTRUCTIONS AND CONDITIONS

# LIFT STATION IMPROVEMENTS PROJECT BID NO: PW2019-09

\* Note: The GENERAL INSTRUCTIONS AND CONDITIONS (attached hereto) apply, except as set forth below, for this Bid.

A. Description: ( ) See Attached (X) As Follows

This is a request for bids to repair and replace chain link and vinyl fencing at city-owned lift stations.

All bids shall include the material, transportation, labor and equipment as necessary to take down and haul away current fencing materials and repair or install new fencing.

B. Specifications: (X) See Attached () As follows:

See attached Minimum Technical Specifications

C. Contract/Agreement Required: () None (X) As follows:

See attached Agreement

- D. Items to be submitted with Bid: ( ) None (X) As follows:
  - Bid/Certification Form(s) with signature page(s),
  - Public Entity Crimes Statement,
  - State of Florida or County Contractor License/Certification Copy
  - Drug Free Workplace Certification,
  - One (1) unbound original with five (5) copies of the bid submittal,
  - List of Subcontractors, if applicable, and
  - List of three (3) references for similar type work with contact information.
  - Certification Regarding Debarment
  - Trench Safety Compliance Certification Form
  - Proprietary/Confidential Information Form
  - Anti-Collusion Clause Form
- E. Deadline and place for submission of Bids:

10:00 a.m., FRIDAY, DECEMBER 20, 2019 (BID DEADLINE)

City Hall

6601 East Hwy. 22

Callaway, FL 32404

F. <u>Time and place for OPENING of Bids</u>:

10:15 a.m., FRIDAY, December 20, 2019 City of Callaway ARTS & CONFERENCE CENTER - 500 CALLAWAY PARK WAY.

#### G. <u>Insurance Requirements</u>: ( ) None (X) As follows:

**Minimum Coverage** 

Property Damage: \$500,000

General Liability:\$ 1,000,000/2,000,000Automobile Liability:\$ 1,000,000/2,000,000Workers' Compensation:\$ Statutory Limit\*

Note: Insurance Certificate must be provided by Successful Bidder upon execution of Agreement. City is to be listed on the bidder's/proposer's Certificate of Insurance as additionally insured and certificate holder in order for the City to be notified if the insurance is canceled or modified.

#### H. <u>Bond Requirements</u>: () None (X) As follows:

	Amount of Bond
Bid Bond	\$ or <u></u> 5% of Bid
Performance Bond	\$ or <u><b>100_</b></u> % of Bid
Payment Bond	\$ or <u> N/A</u> % of Bid
Construction Bond	\$ or <u> N/A</u> % of Bid
Other:	\$ or <u> N/A</u> % of Bid

#### I. Number of Copies of Bid Forms with original signature(s) Required:

One (1) unbound original, with notarized Signatures, plus five (5) copies

#### **NOTICE:**

Proposals may be rejected if all documents are not complete and executed, and the numbers of copies specified/requested of each are not submitted with the proposal.

# GENERAL INSTRUCTIONS AND CONDITIONS

#### (1) NOTICE TO BIDDERS/PROPOSERS

The following general instructions and conditions apply to all Requests for Bids/Proposals unless modified by the provisions set forth in the "Special Instructions and Conditions" attached hereto. If there is a conflict between the "Special Instructions and Conditions" and these "General Instructions and Conditions," the provisions in the Special Instructions and Conditions will apply. Note: the General Instructions and Conditions and the Special Instructions and Conditions are periodically revised; potential Bidders/Proposers should read both carefully prior to submitting a Bid/Proposal. The attached Special Instructions and Conditions apply only to this Bid/Proposal.

#### (2) SUBMITTAL OF BIDS/PROPOSALS

Qualified businesses or individuals requesting consideration must submit a complete Bid/Proposal with any/all attachments in a sealed package clearly marked with the **name** and **number of the Bid/Proposal**, to the attention of the City Clerk, prior to closing time at the address shown in the **Special Instructions and Conditions** attached hereto. If not so marked as to this wording, sealed and/or received by the closing time, the Bid/Proposal will not be accepted. Bid/Proposal packages, additional information regarding this Bid/Proposal, or the bidding procedures may be obtained by contacting the City Clerk, 6601 East Hwy. 22, Callaway, FL 32404, (850) 215-6694.

It shall be the sole responsibility of the Bidders/Proposers to have their Bid/Proposal delivered on or before the closing time and date stated in the **Special Instructions and Conditions**. Any Bids/Proposals received after the stated time and/or due to delays caused by mail or courier delivery, or any other reason, shall not be opened or otherwise considered, and will be returned at the bidder's/proposer's expense.

Bids/Proposals shall be opened and publicly announced at the City Clerk's Office, City Hall, 6601 East Hwy. 22, Callaway, Florida, after closing of Bids/Proposals, unless otherwise specified in the Special Instructions and Conditions.

#### (3) SPECIFICATIONS AND REQUIREMENTS

The detailed specifications and additional requirements relating to this Bid/Proposal are set forth in the Special Instructions and Conditions attached hereto.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification as to any details or any omission of a detailed description concerning any point shall be regarded as meaning that only the best construction practices are to prevail and that only new materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of specifications shall be made accordingly by the City.

#### (4) BID/PROPOSAL FORM

Bidders/Proposers shall complete, sign and furnish the "Bid Certification Form", together with the forms, specifications and materials required in the "Special Instructions and Conditions" or any exhibits attached hereto. This will include a properly executed Drug-Free Workplace Certification, and a Sworn Statement on Public Entity Crimes Form, pursuant to Section 287.133(3)(a), Florida Statutes. The minimum number of complete Bid/Proposal packages to be submitted is set forth in the Special Instructions and Conditions.

If the "Special Instructions and Conditions" include a "Scope of Work" provision, and/or provide for a supplemental and or implementing agreement, the City reserves the right to modify the "Scope of Services." Further, the terms and conditions of any such agreement shall be modified prior to execution by the City, if such modifications are determined to be in the best interest of the City.

Bids/Proposals may be considered non-responsive, at the sole option of the City, and may be rejected if they include omissions, alterations of form, additions not called for, conditions or limitations, unauthorized alternate Bids/Proposals, submission of less than the number of bid packages requested, or other irregularities of any kind.

Unless otherwise stated, the price(s) set forth in the Bid/Proposal include(s) all costs and expenses for labor, equipment, materials, commissions, transportation charges and expenses, handling material inspection, and patent fees and royalties, together with any and all other costs and expenses for providing the service, equipment, materials or performing and completing the work as shown according to the plans and specifications herein.

If quotations are requested for the various items of work, they are intended to establish a total price for providing the materials, equipment, services, or completing the work in its entirety. If the Bidder/Proposer determines that the cost for any item of work has not been established by the Proposal Form, the cost for that work is to be included in other applicable Bid/Proposal item(s), so that the Bid/Proposal reflects the total price for completing that work in its entirety.

In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern. Written prices shall govern over figures.

#### (5) <u>CLARIFICATION AND ADDENDA</u>

Each Bidder/Proposer shall examine all Bid/Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning the interpretation, clarification or additional information pertaining to this Invitation to Bid/Request for Bid/Proposal will be accepted by the City Clerk up to and including five (5) working days prior to the closing date and time stated herein. The issuance of a written addendum signed by the City Clerk is the only official method whereby interpretation, clarification or additional information can be given. The City shall not be responsible for oral interpretations given by any City employee, representative or others. If any addenda are issued, the City will attempt to notify all known prospective Bidders/Proposers. However, it shall be the responsibility of each Bidder/Proposer, prior to submitting a Bid/Proposal, to contact the City Clerk's Office to determine if addenda were issued, and to make such addenda a part of the Bid/Proposal. If an addendum has been issued, and was not incorporated in the Bid/Proposal documents submitted by Bidder/Proposer, the Bid/Proposal may not be accepted or considered by the City.

#### (6) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Unless otherwise specifically stated in the Special Instructions and Conditions, any manufacturer's names, trade names, brand names, catalog numbers, or similar information listed in a specification, are for the purpose of information and illustration, and are not intended to restrict the submission of alternates meeting minimum specifications. The Bidder/Proposer may offer the same or any alternate for which the Bidder/Proposer is an authorized representative, which meets or exceeds the specifications for any item. If a manufacturer's name or model is included in the specification, and a Bid/Proposal is based on alternate products or services which Bidder/Proposer maintains is equivalent and meets or exceeds specifications, Bidder/Proposer is to indicate on the Bid/Proposal Form the manufacturer's name and related information of the alternate; including any deviation from the specifications. Unless expressly noted on the Bid/Proposal that an alternate is being

proposed, and the specification includes a specific manufacturer's model or brand, the Bid/Proposal will be considered as a quotation for the item(s) stated in the specifications.

#### (7) <u>INFORMATION AND DESCRIPTIVE LITERATURE</u>

Bidders/Proposers must furnish all information requested in the Bid/Proposal packet including but not limited to any sketches, plans, designs, specification, and descriptive literature regarding the product(s)/service(s) being offered. Bids/Proposals which do not comply with these requirements are subject to rejection. Reference to submission of documentation or materials with a previous Bid/Proposal will not satisfy this provision.

#### (8) BONDS/INSURANCE

If the Bid/Proposal is accepted by the City, it will become a binding contract on both parties. If a bond or cashiers/certified check is required as a bond, it shall be submitted with the Bid/Proposal. If the undersigned shall fail to deliver or perform, or if applicable, execute a contract if provided for herein, then the City may, at its option, determine that the undersigned has abandoned the award/contract, and thereupon such acceptance of the Bid/Proposal and/or award shall be null and void, and any cashiers/certified check or bond accompanying this Bid/Proposal shall be forfeited to and become the property of the City. The full amount of said check, or if a bond, the full amount of such bond, shall be paid to the City as partial liquidated damages; otherwise, any bond or cashiers/certified check accompanying this Bid/Proposal shall be returned to the undersigned within 30 calendar days from the date of award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.

If a bid or proposal bond is required, the bonds of unsuccessful Bidders/Proposers will be returned within 30 calendar days of the Bid/Proposal due date, except as set forth below.

If a proposal is subject to the Competitive Negotiations Act, the bonds will be returned within 60 days of the proposal due date, except for the bond of the 3 highest ranked proposers. Within 30 days of execution of a contract, bonds from the remaining unsuccessful proposers will be returned.

Bid bond, if required, will be returned within 30 calendar days of delivery/acceptance of the item(s) bid or service(s) provided, unless a standard payment and performance bond is required. When a standard Payment and Performance Bond is required, the bid bond of the successful Bidder/Proposer will be returned within 30 calendar days from the date of the Notice to Proceed.

In the event a bid is awarded, a proposal is accepted, and/or a contract is executed, and the Bidder/Proposer chooses not to proceed, or fails to perform for any reason, the bond will be forfeited and retained by the City as partial liquidated damages. Future Bids/Proposals will not be accepted for consideration from the Bidder/Proposer for five (5) years, or such shorter period as the City Commission may determine.

In the event an award/selection is not made within 90 days after the Bid/Proposal due date and the City does not return all bonds, upon 30 business days written request, a bidders/proposer may withdraw their bid or proposal from consideration, and obtain a refund of the Bid/Proposal bond.

All Awards will be subject to presentation of any required performance bond or certificate of insurance prior to any purchase authorizations, agreements, contract documents, or delivery. The Bidder/Proposer shall maintain any performance bonds or insurance coverage set forth in the Special Instructions and Conditions, at its own expense. If insurance is required, the City is to be listed on the bidder/proposer's Certificate of Insurance as an additional insured and certificate holder in order that the City will be notified if the insurance is canceled or modified. The certificate shall also list the name of the project/service/equipment purchased, and the expiration date of the policy. At the City's option, an award may be canceled and any bid bond forfeited if any required performance bond or insurance certificate is not delivered within 21 calendar days of the date of award.

<u>Note</u>: The provisions of this section are in addition to and not a replacement for, any Bid/Proposal and/or performance bond required in the Special Instructions and Conditions. The foregoing provisions are intended to be in addition to any other legal remedy available to the City for non-performance by a Bidder/Proposer subsequent to the acceptance and/or award of a bid or proposal.

#### (9) SERVICE AND WARRANTY

If any warranty repair or replacement service is requested in the Special Instructions and Conditions, any deviation or limitation from the requirements is to be expressly stated on the Bid Request for Proposal Certification Form.

If the service or product provided to the City pursuant to the bid consists of computer hardware, software or firmware, the Bidder/Proposer warrants that said product will accurately process/or reflect data from, into and between the twentieth and twenty-first centuries, including leap-year calculations.

#### (10) <u>CONTRACT FORMS</u>

Any agreement or contract resulting from the acceptance of a Bid/Proposal shall be on forms either supplied by or approved by the City, and shall contain, as a minimum, applicable provisions of the Invitation to Bid/Request for Proposal, and the Bid/Proposal documents to be submitted by Bidder/Proposer, including the Special Instructions and Conditions, General Instructions and Conditions, and all attachments therewith. The City reserves the right to reject any Bid/Proposal or resulting agreement which does not conform to the Invitation to Bid/Proposal and, if applicable, any City requirement relating to such an Agreement.

The City reserves the right to extend any contract or agreement for an additional period of not more than ninety (90) days beyond the original expiration date. Prices in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

The successful Bidder/Proposer will be required to execute any resulting agreement and provide any bonds or insurance certificates required within 10 days of contract execution. Failure to timely execute the necessary bond or insurance certificate will result in cancellation of an award, with no further obligation by the City.

This Bid/Proposal is subject to the appropriation of funds in an amount sufficient to allow continuation of the City's performance in accordance with the terms and conditions of this Bid/Proposal for each and every fiscal year in which this Bid/Proposal is executed and entered into. If funds are not appropriated/available, the City shall provide prompt written notice to the selected Bidder/Proposer that effective thirty (30) days after giving such notice, or upon the expiration of the time for which funds were appropriated, whichever occurs first, the City will thereafter be released of all further obligations related to the Bid/Proposal and/or award.

#### (11) <u>BID/PROPOSAL EXPENSES</u>

All expenses for preparing and submitting Bids/Proposals to the City are to be borne by the Bidder/Proposer.

#### (12) <u>VARIANCES</u>

Any variance whatsoever from the Bid/Proposal Specifications are to be clearly identified on the Bid/Proposal form. Acceptance of any proposed variations will be at the sole discretion of the City.

#### (13) CONFLICT OF INTEREST

The award of a bid or acceptance of proposal is subject to Chapter 112, Florida Statutes. All Bidders/Proposers must disclose with their Bid/Proposal the name of any officer, director, or agent who is a city official or employee, or a member of an official's or employee's immediate family. Further, Bidders/Proposers must disclose the name of any city official or employee, or a member of an official's or employee's immediate family, who owns directly or indirectly an interest of ten percent (10%) or more in the bidder's/proposer's firm or related business.

#### (14) <u>DELIVERY</u>

All items provided pursuant to an award are to be delivered prepaid to the City Clerk's Office, 6601 East Hwy. 22, Callaway, Florida 32404-2041, unless a different location is specified in the Special Instructions and Conditions. All delivery charges are to be included in the Bid/Proposal price. No Collect on Delivery (C.O.D.) will be accepted. Title and risk of loss or damage to all items shall be the responsibility of the Bidder/Proposer until delivered to the City.

#### (15) <u>INSPECTION, ACCEPTANCE AND TITLE</u>

All items delivered pursuant to an award are subject to inspection and review prior to acceptance by the City. Acceptance, evidenced by separately written Notice of Acceptance or full payment, will be made only after verification of compliance with all specifications. Acknowledgment of delivery and/or partial payment does not constitute acceptance.

#### (16) OWNERSHIP RIGHTS AND PUBLIC RECORDS LAW

Public Records Law. Bidder/Proposer acknowledges that they are familiar with the provisions of the Public Records Law of the State of Florida.

Bidder/Proposer agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701, Bidder/Proposer agrees to keep and maintain public records that would be required by the City of Callaway in order to perform the services provided for in this agreement; Bidder/Proposer agrees to provide public access to any required public records in the same manner as a public agency; Bidder/Proposer agrees to protect exempt or confidential records from disclosure; Bidder/Proposer agrees to meet public records retention requirement; and Bidder/Proposer agrees that at the end of the term of this agreement, to transfer all public records to the City of Callaway and destroy any duplicate, exempt or confidential public records.

All products generated by the Bidder/Proposer for the City become the property of the City. The City may require submission of any electronic file version of reports, data, maps, or other submission of documentation produced for or as a result of this Bid/Proposal in addition to paper documents.

Further, in accordance with the Public Records Laws of the State of Florida, Section 119.0701, (2013), Contractor must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- E. If a contractor does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract.

#### (17) <u>RESERVED RIGHTS</u>

The City reserves the right to reject any and all Bids/Proposals, with or without statement of cause, request resubmissions, or to waive any irregularities or technicality or negotiate modifications to any Bid/Proposal which may be in the best interest of the City.

Bidders/Proposers which do not normally engage in providing the types of commodities/services specified herein may be required to demonstrate they have sufficient financial support, equipment, and organization to ensure they can satisfactorily perform if awarded a bid/contract under the terms and conditions herein stated.

The City reserves the right to make such investigations as it deems necessary to determine the ability of any Bidder/Proposer to perform the work or service requested. Any information the City deems necessary to make such determinations shall be provided by the Bidder/Proposer upon request as a condition of further consideration of the Bid/Proposal. The applicability of all information obtained and the City's decision shall be final. By submitting a bid or proposal, Bidder/Proposer authorizes such investigation.

If the contract awarded as a result of this bid is terminated prior to the end of the term, the City reserves the right to award the balance of the contract to the next lowest responsive and responsible bidder.

#### (18) ADVERTISING

In submitting a Bid/Proposal, Bidder/Proposer agrees not to use the results therefrom as a part of any commercial advertising or marketing purposes without written approval of the City Manager.

#### (19) GOVERNMENTAL RESTRICTIONS/REQUIREMENTS

In the event any governmental restrictions are imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered in a Bid/Proposal, it shall be the responsibility of the successful Bidder/Proposer to immediately notify the City of the specific regulation which required an alteration, and the specific alterations that will be made to the item(s) bid/proposed. The City reserves the right to accept any such alteration/substitution, including any price adjustments resulting therefrom, or to cancel the award at no expense to the City.

#### (20) NON-DISCRIMINATION

There shall be no discrimination as to race, sex, color, creed, handicap, or national origin in the selection, award, or operations conducted, or performance related to any bid or proposal.

#### (21) UNAUTHORIZED EMPLOYEES OR AGENTS

Employment of unauthorized aliens by Bidder/Proposer is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If selected Bidder/Proposer knowingly employs unauthorized aliens, such action shall be cause for unilateral cancellation of this agreement and the City may recover damages from selected Bidder/Proposer resulting from such cancellation. The selected Bidder/Proposer shall be responsible for including this provision in any context with, and requiring compliance by any/all subcontracts performing for selected Bidder/Proposer relating to this agreement.

#### (22) OTHER GOVERNMENTAL ENTITIES - OPTIONAL APPLICATION

In the State of Florida, other Florida public entities may "piggy-back" on competitive Bid/Proposal awards under the same terms and conditions, if all parties are in agreement.

#### (23) <u>LEGAL NAME</u>

Bids/Proposals shall clearly indicate the legal name and organizational structure, business address, telephone number, and email address of the Bidder/Proposer. Bids/Proposals shall be signed above the typed or printed name and title of the individual submitting the Bid/Proposal. The signer shall warrant he/she has the authority to bind the Bidder/Proposer to the terms and conditions of the submitted Bid/Proposal.

#### (24) <u>WAGES</u>

State and Federal minimum wage and hour regulation apply to Bidder/Proposer and all subcontractors.

#### (25) <u>SELECTION</u>

The City intends to award this bid to the lowest responsive and responsible bidder or bidders. However, the City reserves the right to reject any and all Bids/Proposals. The procedures for the selection/award of Bids/Proposals are provided for by Florida Statutes and the City's Charter, Code of Ordinances, and Administrative Policies. Generally, all Bids/Proposals are reviewed by City staff and evaluated by the City Manager, and if required by law, by a Selection Advisory Committee appointed by the City Manager. The type and price of the product(s) or service(s) being acquired determines if an award or selection may be made by the City Manager or requires City Commission approval. For information on which procedure applies to a particular Bid/Proposal contact the City Clerk.

Bids/Proposals will be evaluated based on, but not limited to, one or more of the following criteria as appropriate:

- compliance with specifications,
- price (if applicable),
- capability/adequacy of Bidder/Proposer,
- past and current projects, services or equipment provided to the City,
- delivery schedule,
- prior government projects, services or equipment provided to other jurisdictions, and
- general reputation, location and references.

Separate procedures and requirements relating to Requests for Bids/Proposals/Qualifications apply for certain grant programs and for professional services, for example the Consultants' Competitive Negotiation Act (Florida Statute 287.055), and by the City's Code. When the City initiates such a Request for Proposals/Qualifications, the selection process and related procedures are included in the Special Instructions and Conditions.

Pursuant to Chapter 287.087 Florida Statutes, in the event two (2) or more bids are equal with respect to price, quantity, and services, preference will be given to Bidders/Proposers which have implemented Drug-Free Workplace Programs.

Further, per 287.087(11) "If two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise." In addition, at the sole discretion of the City, payment terms, conditions, and other consequential information may be utilized in resolving apparent tie Bids/Proposals.

# NOTE: For consideration, Bidder/Proposer must return the Bid Certification Form included in the Bid/Proposal package.

#### (26) INDEMNIFY

After notification of award, the successful Bidder/Proposer agrees to defend, indemnify and hold harmless the City and its officials, officers, employees, agents, and invites, from and against all claims, suits, sections, damages, or causes of action arising from any personal injury, loss of life or damage to property, sustained by reason of, or as a result of constructing, manufacturing, processing, delivery, or performance of the services or work for which the Bid/Proposal was awarded or any resulting agreement executed, and from and against any orders, judgments, or decrees which may be entered thereto, and from and against all costs, attorney's fees, expenses, and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in any resulting agreement shall be deemed to affect the rights, privileges and immunities of the City of Callaway.

The selected Bidder/Proposer, without exception, shall also indemnify and hold harmless the City and its officials, employees, agents, and invites from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City. If the selected Bidder/Proposer uses any design, device or materials covered by patent or copyright, it is mutually agreed and understood that the Bid/Proposal prices include all royalties or costs arising from the use in any way of such design, device or materials involved in the product and/or services provided to the City.

#### (27) MODIFICATION - AFTER AWARD

Any changes proposed by a Bidder/Proposer after an award in (a) materials used, (b) manufacturing process, (c) construction or (d) specifications, are to be submitted in writing to the City Manager prior to delivery. No changes shall be approved and binding upon the City unless evidenced by a Change Order issued and signed by the City Manager.

#### (28) <u>ASSIGNMENT</u>

Any purchase order issued pursuant to this bid invitation/request for proposal and the funds which may become due hereunder, are not assignable, except with the prior written approval of the City Manager.

#### (29) DISCLOSURE

Bidder/Proposer acknowledges by submitting a Bid/Proposal that all information provided to the City is part of the public domain as defined by Florida Statutes and is considered a public record. Information should not be labeled "confidential," unless specifically exempted under said Statutes, and exempts the City from any liability for releasing all information to the public, including inadvertently releasing information deemed confidential by the Bidder/Proposer.

#### **(30) TAXES**

The City is a tax-exempt Florida municipality, Federal Employment Identification Number 59-6000-284, Florida State Tax Number 37-02-008131-54C. Copies of Exemption Certificate and related information may be obtained by contacting the City Clerk, City of Callaway, 6601 East Hwy. 22, Callaway, Florida 32404-2041 or (850) 215-6694.

#### (31) APPLICABLE LAWS/LEGAL VENUE

All applicable laws, regulations and ordinances of the State of Florida, Bay County and the City of Callaway will apply to consideration and award of any Bid/Proposal and the performance of the Bidder/Proposer pursuant thereto, and shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court of Bay County, Florida, or the United States District Court for the Northern District of Florida, as applicable.

NOTE: ANY AND ALL PROVISIONS SET FORTH IN THE SPECIAL INSTRUCTIONS AND CONDITIONS ATTACHED HERETO, WHICH VARY FROM THESE GENERAL INSTRUCTIONS AND CONDITIONS, SHALL HAVE PRECEDENCE.

# CITY OF CALLAWAY LIFT STATION IMPROVEMENTS PROJECT BID NO: PW2019-09

# MINIMUM TECHNICAL SPECIFICATIONS

THE SCOPE OF WORK FOR THIS PROJECT WILL INCLUDE REPAIR AND/OR REPLACING CURRENT CHAIN LINK AND VINYL FENCING AT 37 CITY-OWNED LIFT STATIONS AS FOLLOWS:

#### <u>LIFT STATION #CA-1</u> (1608 S KIMBREL AVENUE)

#### LIFT STATION FENCE REPLACEMENT

- REMOVE & DISPOSE OF ALL EXISTING CHAIN LINK FENCE, FENCE POST, AND CONCRETE ANCHORS.
- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED IN THE SAME LOCATION AS THE EXISTING FENCE.

<u>LIFT STATION #CA-2</u> (1128 S GAY AVENUE – ROAD F) LIFT STATION #CA-3 (BENTON DR. & MINCHEW CT.)

#### LIFT STATION FENCE REPAIR

- REPAIR ALL DAMAGED 3-STRAND BARBED WIRE AND BARB WIRE POST ARMS AS NECESSARY.
- REPAIR ALL DAMAGED BACK VINYL COATED TOP RAIL AS NECESSARY.
- ALL FENCE REPAIRS MATERIALS SHALL BE AS THE SAME AS THE EXISTING DAMAGED FENCE MATERIALS.
- ALL FENCE REPAIRS SHALL HAVE A UNIFORM APPEARANCE THAT MATCHES THE EXISTING FENCE COMPONENTS THAT WERE NOT DAMAGED.

#### <u>LIFT STATION #CA-4</u> (WALLACE ROAD & S BERTHE AVENUE)

#### LIFT STATION FENCE REPLACEMENT

- REMOVE & DISPOSE OF ALL EXISTING CHAIN LINK FENCE, FENCE POST, AND CONCRETE ANCHORS.
- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED IN THE SAME LOCATION AS THE EXISTING FENCE.

<u>LIFT STATION #CA-6</u> (1035 S JAN DR) LIFT STATION #CA-7 (6502 LANCE ST)

#### LIFT STATION FENCE REPAIR

- REPAIR ALL DAMAGED 3-STRAND BARBED WIRE AND BARB WIRE POST ARMS AS NECESSARY.
- REPAIR ALL DAMAGED BACK VINYL COATED TOP RAIL AS NECESSARY.
- ALL FENCE REPAIRS MATERIALS SHALL BE AS THE SAME AS THE EXISTING DAMAGED FENCE MATERIALS.
- ALL FENCE REPAIRS SHALL HAVE A UNIFORM APPEARANCE THAT MATCHES THE EXISTING FENCE COMPONENTS THAT WERE NOT DAMAGED.

<u>LIFT STATION #CA-8</u> (6201 S KIMBREL AVE) LIFT STATION #CA-9 (501 HICKORY ST)

LIFT STATION #CA-10 (210 LANNIE ROWE DR)

LIFT STATION #CA-11 (S BERTHE & MINNEOLA ST)

**LIFT STATION #CA-12** (6210 IMPERIAL DR)

LIFT STATION #CA-13 (MINNEOLA ST & VIOLA AVE)

LIFT STATION #CA-14 (209 N KIMBREL AVE)

#### LIFT STATION FENCE REPLACEMENT

• REMOVE & DISPOSE OF ALL EXISTING CHAIN LINK FENCE, FENCE POST, AND CONCRETE ANCHORS.

- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED IN THE SAME LOCATION AS THE EXISTING FENCE.

<u>LIFT STATION #CA-15</u> (7526 CHIPEWA ST) LIFT STATION #CA-16 (208 S STAR AVE)

<u>LIFT STATION #CA-17</u> (7503 YELLOW BLUFF RD)

#### **LIFT STATION FENCE - NEW**

• INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.

• NEW FENCE SHALL BE INSTALLED AS SHOWN IN PLAN VIEW

<u>LIFT STATION #CA-18</u> (836 PLANTATION POINT) LIFT STATION #CA-19 (540 TRACEY DR)

#### LIFT STATION FENCE REPLACEMENT

- REMOVE & DISPOSE OF ALL EXISTING CHAIN LINK FENCE, FENCE POST, AND CONCRETE ANCHORS.
- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED IN THE SAME LOCATION AS THE EXISTING FENCE.

#### <u>LIFT STATION #CA-20</u> (8125 HERITAGE WOODS DR)

#### **LIFT STATION FENCE - NEW**

- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED AS SHOWN IN PLAN VIEW

#### LIFT STATION #CA-21 (8528 JAMES ST)

#### LIFT STATION FENCE REPLACEMENT

- REMOVE & DISPOSE OF ALL EXISTING CHAIN LINK FENCE, FENCE POST, AND CONCRETE ANCHORS.
- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED IN THE SAME LOCATION AS THE EXISTING FENCE.

#### <u>LIFT STATION #CA-22</u> (HUGH THOMAS DR) LIFT STATION #CA-23 (411 LACOSTA AVE)

#### **LIFT STATION FENCE - NEW**

- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED AS SHOWN IN PLAN VIEW

#### <u>LIFT STATION #CA-24</u> (250 NELLE ST LOT 36)

#### LIFT STATION FENCE REPLACEMENT

- REMOVE & DISPOSE OF ALL EXISTING CHAIN LINK FENCE, FENCE POST, AND CONCRETE ANCHORS.
- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED IN THE SAME LOCATION AS THE EXISTING FENCE.

# <u>LIFT STATION #CA-25</u> (7142 HWY 22)

#### LIFT STATION #CA-26 (610 MARY ELLA AVE)

#### **LIFT STATION FENCE - NEW**

- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED AS SHOWN IN PLAN VIEW

#### LIFT STATION #CA-27 (6036 ROCHE CT)

#### LIFT STATION FENCE REPAIR

- REPAIR ALL DAMAGED 3-STRAND BARBED WIRE AND BARB WIRE POST ARMS AS NECESSARY.
- REPAIR ALL DAMAGED BACK VINYL COATED TOP RAIL AS NECESSARY.
- ALL FENCE REPAIRS MATERIALS SHALL BE AS THE SAME AS THE EXISTING DAMAGED FENCE MATERIALS.
- ALL FENCE REPAIRS SHALL HAVE A UNIFORM APPEARANCE THAT MATCHES THE EXISTING FENCE COMPONENTS THAT WERE NOT DAMAGED.

#### <u>LIFT STATION #CA-28</u> (5802 HWY 22)

#### **LIFT STATION FENCE - NEW**

- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED AS SHOWN IN PLAN VIEW

<u>LIFT STATION #CA-29</u> (7<sup>TH</sup> ST & TYNDALL PKWY) <u>LIFT STATION #CA-30</u> (7<sup>TH</sup> ST – BEHIND WAL-MART) LIFT STATION #CA-31 (5120 4<sup>TH</sup> ST)

#### LIFT STATION FENCE REPAIR

- REPAIR ALL DAMAGED 3-STRAND BARBED WIRE AND BARB WIRE POST ARMS AS NECESSARY.
- REPAIR ALL DAMAGED BACK VINYL COATED TOP RAIL AS NECESSARY.
- ALL FENCE REPAIRS MATERIALS SHALL BE AS THE SAME AS THE EXISTING DAMAGED FENCE MATERIALS.
- ALL FENCE REPAIRS SHALL HAVE A UNIFORM APPEARANCE THAT MATCHES THE EXISTING FENCE COMPONENTS THAT WERE NOT DAMAGED.

#### LIFT STATION #CA-32 (238 N TYNDALL PKWY)

#### LIFT STATION FENCE REPAIR

- REPAIR ALL DAMAGED 3-STRAND BARBED WIRE AND BARB WIRE POST ARMS AS NECESSARY.
- REPAIR ALL DAMAGED GALVANIZED TOP RAIL AS NECESSARY.
- REPAIR ALL DAMAGED GALVANIZED CHAIN LINK FENCE WITH GREEN VINYL PRIVACY SLATS AS NECESSARY.
- REPAIR ALL DAMAGE GALVANIZED STEEL LINE POST AND CORNER POST AS NECESSARY.
- ALL FENCE REPAIRS MATERIALS SHALL BE AS THE SAME AS THE EXISTING DAMAGED FENCE MATERIALS.
- ALL FENCE REPAIRS SHALL HAVE A UNIFORM APPEARANCE THAT MATCHES THE EXISTING FENCE COMPONENTS THAT WERE NOT DAMAGED.

#### LIFT STATION #CA-33 (610 DIAMONTE CIR)

#### LIFT STATION FENCE REPLACEMENT

- REMOVE & DISPOSE OF ALL EXISTING CHAIN LINK FENCE, FENCE POST, AND CONCRETE ANCHORS.
- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED IN THE SAME LOCATION AS THE EXISTING FENCE.

#### <u>LIFT STATION #CA-34</u> (LAIRD POINT DR)

#### LIFT STATION FENCE REPAIR

- REPAIR ALL DAMAGED 3-STRAND BARBED WIRE AND BARB WIRE POST ARMS AS NECESSARY.
- REPAIR ALL DAMAGED BACK VINYL COATED TOP RAIL AS NECESSARY.
- ALL FENCE REPAIRS MATERIALS SHALL BE AS THE SAME AS THE EXISTING DAMAGED FENCE MATERIALS.
- INSTALL BARB WIRE PER DETAIL SHEET 38

#### <u>LIFT STATION #CA-36</u> (1640 HWY 2297)

#### LIFT STATION FENCE REPLACEMENT

- REMOVE & DISPOSE OF ALL EXISTING CHAIN LINK FENCE, FENCE POST, AND CONCRETE ANCHORS.
- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED IN THE SAME LOCATION AS THE EXISTING FENCE.

#### LIFT STATION #CA-37 (13326 ALLANTON RD)

#### LIFT STATION FENCE REPAIR

- REPAIR ALL DAMAGED 3-STRAND BARBED WIRE AND BARB WIRE POST ARMS AS NECESSARY.
- REPAIR ALL DAMAGED BACK VINYL COATED TOP RAIL AS NECESSARY.
- ALL FENCE REPAIRS MATERIALS SHALL BE AS THE SAME AS THE EXISTING DAMAGED FENCE MATERIALS.
- ALL FENCE REPAIRS SHALL HAVE A UNIFORM APPEARANCE THAT MATCHES THE EXISTING FENCE COMPONENTS THAT WERE NOT DAMAGED.

### <u>LIFT STATION #CA-37A</u> (OSPREY LAKE RD) <u>LIFT STATION #CA-38</u> (SEA FOX DR)

#### LIFT STATION FENCE REPAIR

- REPAIR ALL DAMAGED WHITE VINYL FENCE AS NECESSARY.
- ALL FENCE REPAIRS MATERIALS SHALL BE AS THE SAME AS THE EXISTING DAMAGED FENCE MATERIALS.
- ALL FENCE REPAIRS SHALL HAVE A UNIFORM APPEARANCE THAT MATCHES THE EXISTING FENCE COMPONENTS THAT WERE NOT DAMAGED.

CALLAWAY, FLORIDA

PREPARED FOR: CITY OF CALLAWAY



6601 EAST HIGHWAY 22 CALLAWAY, FLORIDA 32404 PHONE: (850) 871-6000

#### CITY OF CALLAWAY OF CITY OFFICIALS:

MS. PAMN HENDERSON, MAYOR MR. SCOTT DAVIS, WARD I COMMISSIONER MR. DAVID GRIGGS, WARD II COMMISSIONER MR. RON FAIRBANKS, WARD III COMMISSIONER MR. MIKE JONES, WARD IV COMMISSIONER

MR. KEITH "EDDIE" COOK, CITY MANAGER MR. BILL FRYE, PUBLIC WORKS DIRECTOR

PREPARED BY:



ENVIRONMENTAL ENGINEERS • CIVIL ENGINEERS LAND PLANNERS 3005 South Highway 77 Lynn Haven, Florida 32444 850)763-5200 Fax (850)769-0730 www.panhandleengineering.com

**NOVEMBER 2019 PROJECT #26022** DRAWING INDEX No. - TITLE 0 - KEY MAP 1 - LIFT STATION #CA-1 (1608 S KIMBREL AVE) 2 - LIFT STATION #CA-2 (1128 S GAY AVE - ROAD F) 3 - LIFT STATION #CA-3 (BENTON DR & MINCHEW CT) 4 - LIFT STATION #CA-4 (WALLACE RD & S BERTHE AVE) 5 - LIFT STATION #CA-6 (1035 S JAN DR) 6 - LIFT STATION #CA-7 (6502 LANCE ST) 7 - LIFT STATION #CA-8 (6201 S KIMBREL AVE) 8 - LIFT STATION #CA-9 (501 HICKORY ST) 9 - LIFT STATION #CA-10 (210 LANNIE ROWE DR) 10 - LIFT STATION #CA-11 (S BERTHE & MINNEOLA ST) 11 - LIFT STATION #CA-12 (6210 IMPERIAL DR) 12 - LIFT STATION #CA-13 (MINNEOLA ST & VIOLA AVE) 13 - LIFT STATION #CA-14 (209 N KIMBREL AVE) 14 - LIFT STATION #CA-15 (7526 CHIPEWA ST) 15 - LIFT STATION #CA-16 (208 S STAR AVE) 16 - LIFT STATION #CA-17 (7503 YELLOW BLUFF RD) 17 - LIFT STATION #CA-18 (836 PLANTATION POINT) 18 - LIFT STATION #CA-19 (540 TRACEY DR) 19 - LIFT STATION #CA-20 (8125 HERITAGE WOODS DR) 20 - LIFT STATION #CA-21 (8528 JAMES ST) 21 - LIFT STATION #CA-22 (HUGH THOMAS DR) 22 - LIFT STATION #CA-23 (411 LACOSTA AVE) 23 - LIFT STATION #CA-24 (250 NELLE ST LOT 36) 24 - LIFT STATION #CA-25 (7142 HWY 22) 25 - LIFT STATION #CA-26 (610 MARY ELLA AVE) 26 - LIFT STATION #CA-27 (6036 ROCHE CT) 27 - LIFT STATION #CA-28 (5802 HWY 22) 28 - LIFT STATION #CA-29 (7TH ST & TYNDALL PKWY) 29 - LIFT STATION #CA-30 (7TH ST ~ BEHIND WAL-MART) 30 - LIFT STATION #CA-31 (5120 4TH ST) 31 - LIFT STATION #CA-32 (238 N TYNDÁLL PKWY) 32 - LIFT STATION #CA-33 (610 DIAMONTE CIR) 33 - LIFT STATION #CA-34 (LAIRD POINT DR) 34 - LIFT STATION #CA-36 (1640 HWY 2297) 35 - LIFT STATION #CA-37 (13326 ALLANTÓN RD) 36 - LIFT STATION #CA-37A (OSPREY LAKE RD) 37 - LIFT STATION #CA-38 (SEA FOX DR) 38 - FENCE DETAIL ENGINEER OF RECORD: CHRIS FOREHAND, P.E. No. 58028

VICINITY MAP





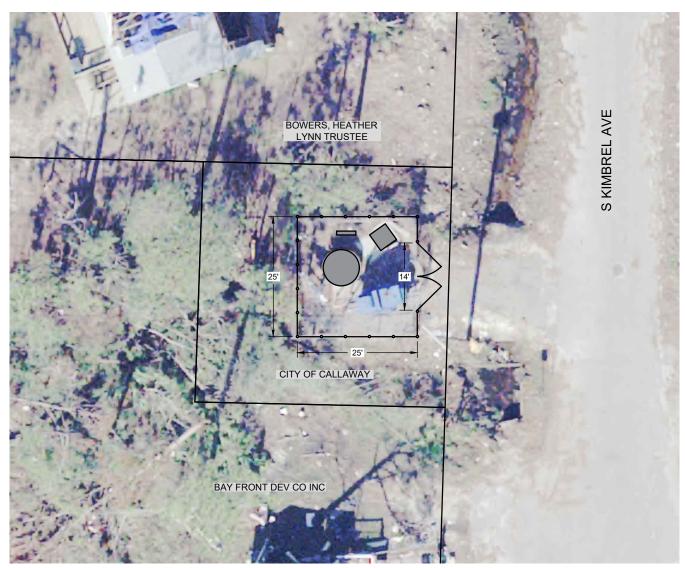
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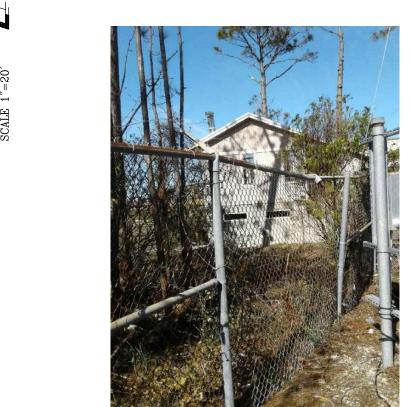
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3005 South Highway 77 Lynn Haven, Florida 32444
(850)763-5200 Fax (850)769-0730 www.panhandleengineering.com

KEY MAP
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS
FDEP STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

DPR CERTIFICATION No:
EB-7806
SHEET NO:
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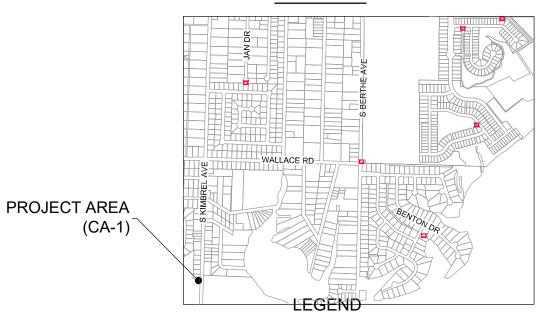
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# **PLAN VIEW**



# LIFT STATION FENCE REPLACEMENT

- REMOVE & DISPOSE OF ALL EXISTING CHAIN LINK FENCE, FENCE POST, AND CONCRETE ANCHORS.
- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
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LIFT STATION #CA-1 (1608 S KIMBREL AVE)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

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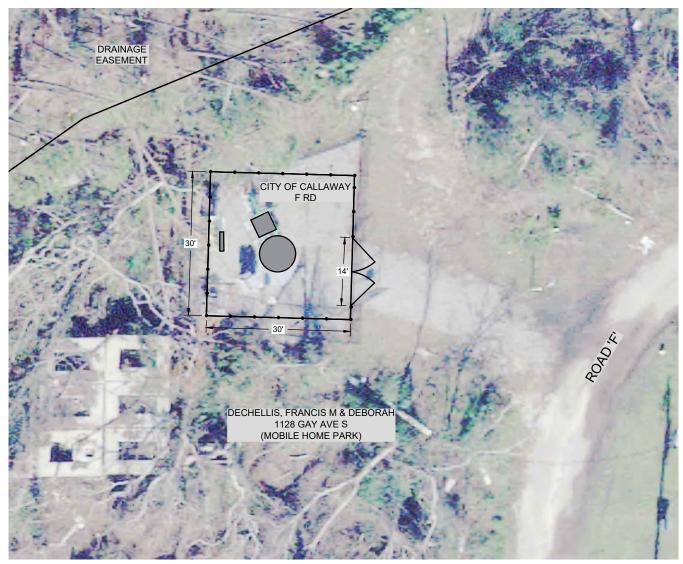
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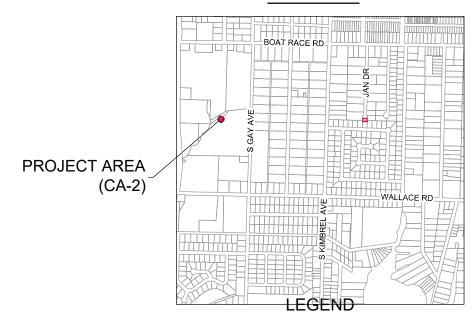
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#### INSTALLATION OF LIFT STATION FENCE REPAIR

- REPAIR ALL DAMAGED 3-STRAND BARBED WIRE AND BARB WIRE POST ARMS AS NECESSARY.
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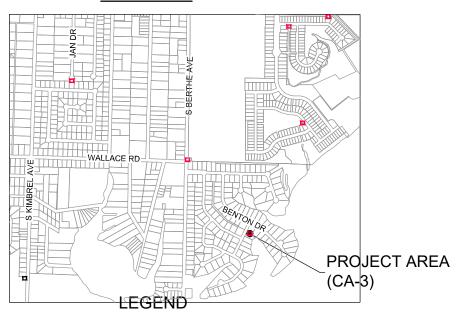
LIFT STATION #CA-2 (1128 S GAY AVE - ROAD F)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
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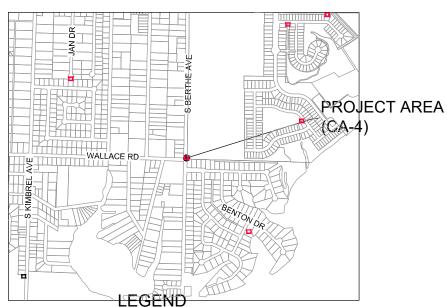
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(850)785-5200 Esv (850)780-0770 Wannungsphardleagningering com

LIFT STATION #CA-3 (BENTON DR & MINCHEW CT)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

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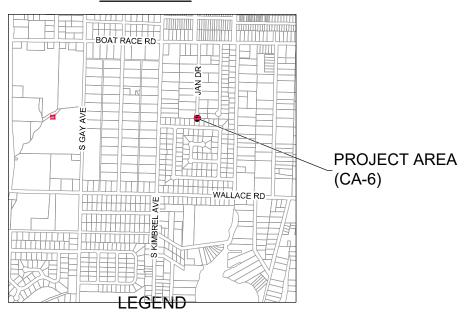
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(880)763-5200 Fax (880)7690730 www.panhandleengineering.com

LIFT STATION #CA-4 (WALLACE RD & S BERTHE AVE)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

DPR CERTIFICATION No:
EB-7806
SHEET NO:
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PROJECT NUMBER:







#### INSTALLATION OF LIFT STATION FENCE REPAIR

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LIFT STATION #CA-6 (1035 S JAN DR)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

EB-7806

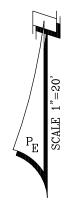
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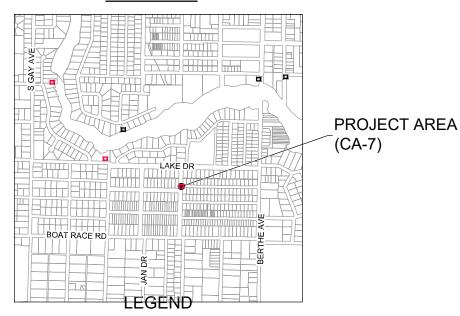
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#### INSTALLATION OF LIFT STATION FENCE REPAIR

- REPAIR ALL DAMAGED 3-STRAND BARBED WIRE AND BARB WIRE POST ARMS AS NECESSARY.
- REPAIR ALL DAMAGED BACK VINYL COATED TOP RAIL AS NECESSARY.
- ALL FENCE REPAIRS MATERIALS SHALL BE AS THE SAME AS THE EXISTING DAMAGED FENCE MATERIALS.
- ALL FENCE REPAIRS SHALL HAVE A UNIFORM APPEARANCE THAT MATCHES THE EXISTING FENCE COMPONENTS THAT WERE NOT DAMAGED.

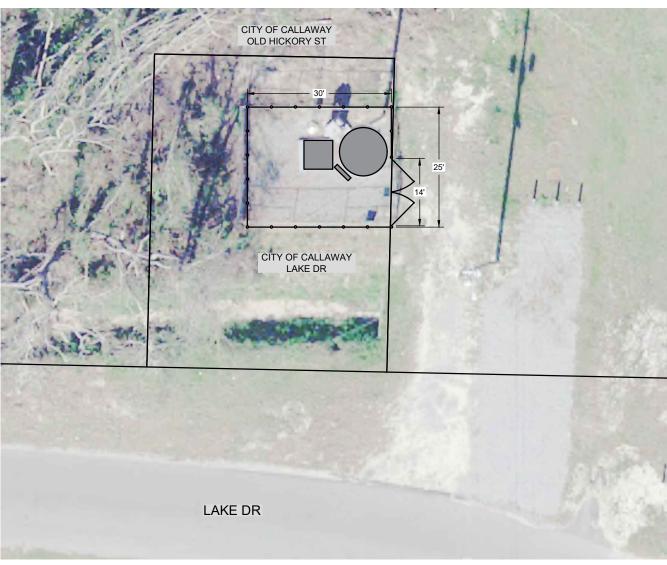
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(850)763-5200 Fay (850)769,0730 www.nanhandleannineering.com

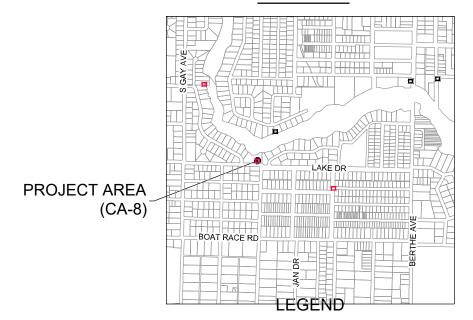
LIFT STATION #CA-7 (6502 LANCE ST)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

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SHEET NO:
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LIFT STATION #CA-8 (6201 S KIMBREL AVE)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

#### LIFT STATION FENCE REPLACEMENT

- REMOVE & DISPOSE OF ALL EXISTING CHAIN LINK FENCE, FENCE POST, AND CONCRETE ANCHORS.
- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED IN THE SAME LOCATION AS THE EXISTING FENCE.

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DPR CERTIFICATION No:
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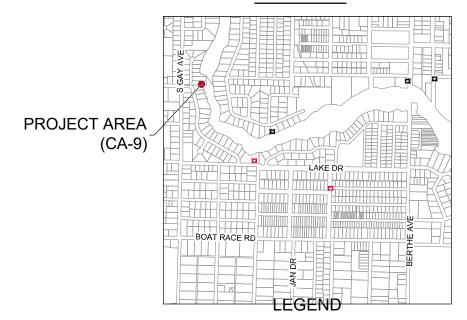








# **PLAN VIEW**



#### DESIGNED BY: SEP DRAWN BY: CAK REVIEWED BY: CBF ISSUE DATE: NOVEMBER 2019 RELEASED FOR CONSTRUCTION

3005 South Highway 77 Lynn Haven, Florida 32444

• NEW FENCE SHALL BE INSTALLED IN THE SAME LOCATION AS THE EXISTING FENCE.

FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING

LIFT STATION FENCE REPLACEMENT

• REMOVE & DISPOSE OF ALL EXISTING CHAIN LINK FENCE,

• INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK

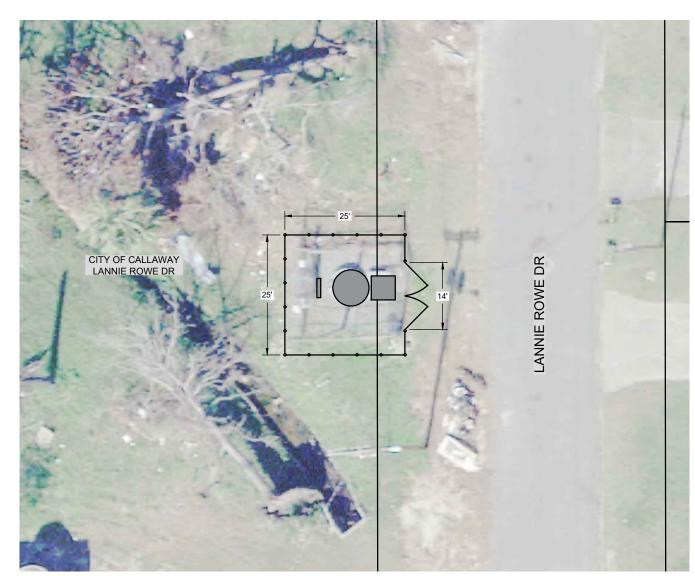
FENCE POST, AND CONCRETE ANCHORS.

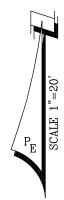
GATES PER DETAIL ON SHEET 38.

LIFT STATION #CA-9 (501 HICKORY ST) CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP STATE REVOLVING FUNDS DISASTER ASSISTANCE CALLAWAY, FLORIDA

EB-7806

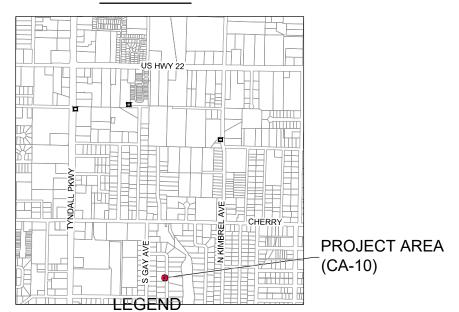
PROJECT NUMBER: 26022











#### LIFT STATION FENCE REPLACEMENT

- REMOVE & DISPOSE OF ALL EXISTING CHAIN LINK FENCE, FENCE POST, AND CONCRETE ANCHORS.
- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED IN THE SAME LOCATION AS THE EXISTING FENCE.

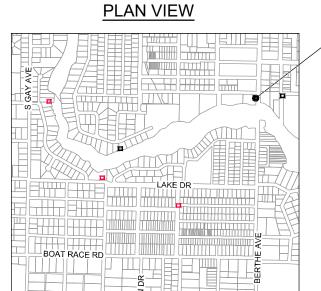
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LIFT STATION #CA-10 (210 LANNIE ROWE DR)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS
FDEP STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

EB-7806
SHEET NO:
9
PROJECT NUMBER:

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PROJECT AREA (CA-11)





# LIFT STATION FENCE REPLACEMENT

- REMOVE & DISPOSE OF ALL EXISTING CHAIN LINK FENCE, FENCE POST, AND CONCRETE ANCHORS.
- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED IN THE SAME LOCATION AS THE EXISTING FENCE.

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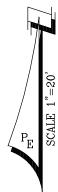
LIFT STATION #CA-11 (S BERTHE & MINNEOLA ST)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

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SHEET NO:

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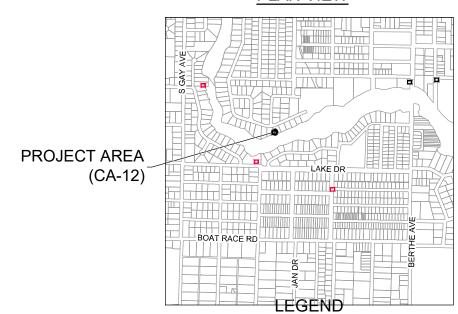












# LIFT STATION FENCE REPLACEMENT

- REMOVE & DISPOSE OF ALL EXISTING CHAIN LINK FENCE, FENCE POST, AND CONCRETE ANCHORS.
- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED IN THE SAME LOCATION AS THE EXISTING FENCE.

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LIFT STATION #CA-12 (6210 IMPERIAL DR)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

DPR CERTIFICATION No.
EB-7806

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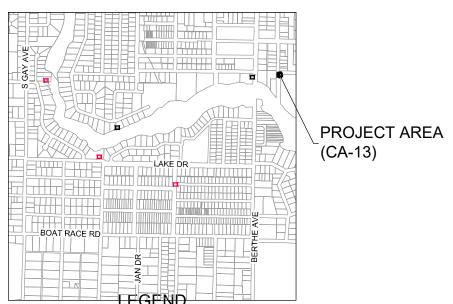
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#### LIFT STATION FENCE REPLACEMENT

- REMOVE & DISPOSE OF ALL EXISTING CHAIN LINK FENCE, FENCE POST, AND CONCRETE ANCHORS.
- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED IN THE SAME LOCATION AS THE EXISTING FENCE.

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LIFT STATION #CA-13 (MINNEOLA ST & VIOLA AVE)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

EB-7806
SHEET NO:
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PROJECT NUMBER:

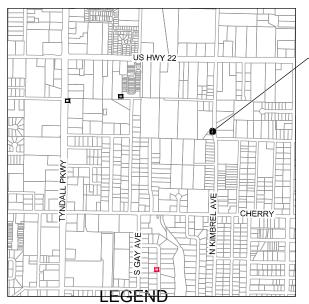
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PROJECT AREA (CA-14)

# LIFT STATION FENCE REPLACEMENT

- REMOVE & DISPOSE OF ALL EXISTING CHAIN LINK FENCE, FENCE POST, AND CONCRETE ANCHORS.
- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED IN THE SAME LOCATION AS THE EXISTING FENCE.

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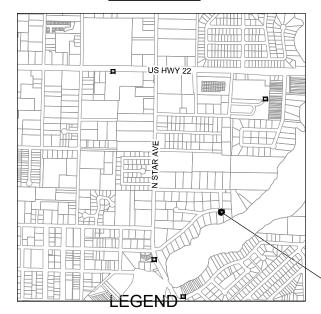
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(850)763-5200 Fax (850)769-0730 www.panhandleengineering.com

LIFT STATION #CA-14 (209 N KIMBREL AVE)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

EB-7806
SHEET NO:
13
PROJECT NUMBER:

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PROJECT AREA (CA-15)

# LIFT STATION FENCE ~ NEW

- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED AS SHOWN IN PLAN VIEW.

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LIFT STATION #CA-15 (7526 CHIPEWA ST)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

DPR CERTIFICATION No:
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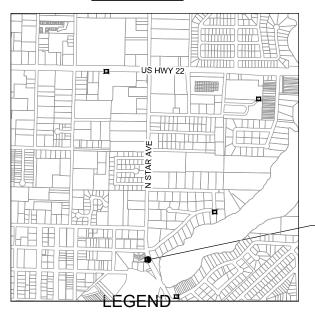
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PROJECT AREA (CA-16)

#### LIFT STATION FENCE ~ NEW

- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED AS SHOWN IN PLAN VIEW.

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SCALE: AS NOTED

DESIGNED BY: SEP

DRAWN BY: CAK

REVIEWED BY: CBF

ISSUE DATE: NOVEMBER 2019

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LIFT STATION #CA-16 (208 S STAR AVE)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

EB-7806

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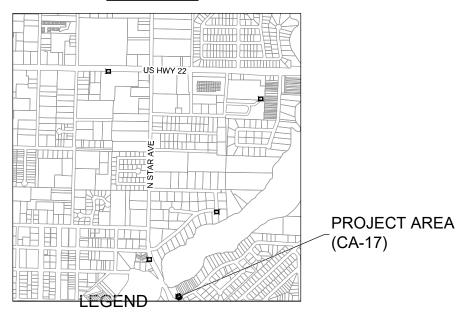
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#### LIFT STATION FENCE ~ NEW

- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED AS SHOWN IN PLAN VIEW.

REVISIONS DESIGNED BY: SEP DRAWN BY: CAK REVIEWED BY: CBF ISSUE DATE: NOVEMBER 2019 RELEASED FOR CONSTRUCTION BY: ACAD FILE NAME: 26022 CA LS\_FENCE.dwg

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LIFT STATION #CA-17 (7503 YELLOW BLUFF RD) CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP STATE REVOLVING FUNDS DISASTER ASSISTANCE CALLAWAY, FLORIDA

EB-7806 SHEET NO: 16 PROJECT NUMBER:

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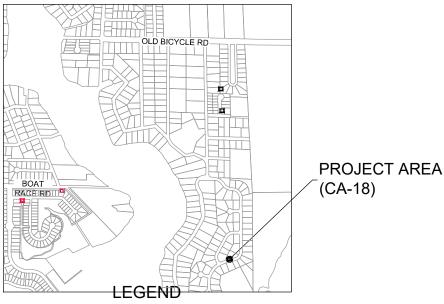
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#### LIFT STATION FENCE REPLACEMENT

- REMOVE & DISPOSE OF ALL EXISTING CHAIN LINK FENCE, FENCE POST, AND CONCRETE ANCHORS.
- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED IN THE SAME LOCATION AS THE EXISTING FENCE.

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LIFT STATION #CA-18 (836 PLANTATION POINT)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

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SHEET NO:

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PROJECT AREA (CA-19)

#### LIFT STATION FENCE REPLACEMENT

- REMOVE & DISPOSE OF ALL EXISTING CHAIN LINK FENCE, FENCE POST, AND CONCRETE ANCHORS.
- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED IN THE SAME LOCATION AS THE EXISTING FENCE.

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(850)763-5200 Fax (850)769-0730 www.panhandleengineering.com

LIFT STATION #CA-19 (540 TRACEY DR)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

EB-7806

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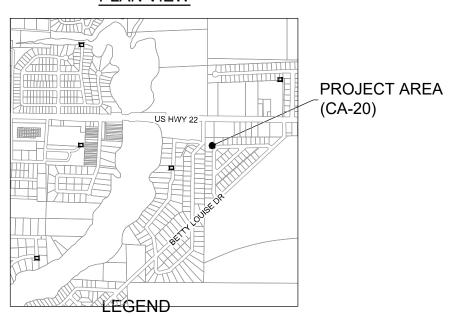
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#### LIFT STATION FENCE ~ NEW

- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED AS SHOWN IN PLAN VIEW.

REVISIONS DESIGNED BY: SEP DRAWN BY: CAK REVIEWED BY: CBF ISSUE DATE: NOVEMBER 2019

3005 South Highway 77 Lynn Haven, Florida 32444

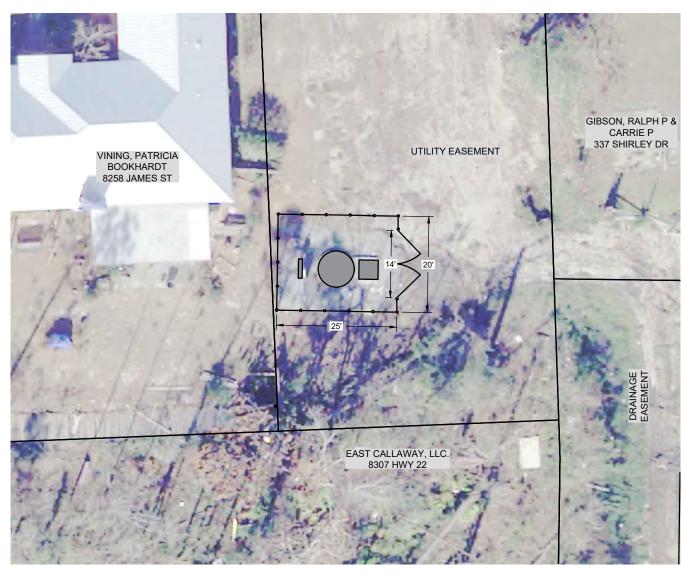
LIFT STATION #CA-20 (8125 HERITAGE WOODS DR) CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP STATE REVOLVING FUNDS DISASTER ASSISTANCE CALLAWAY, FLORIDA

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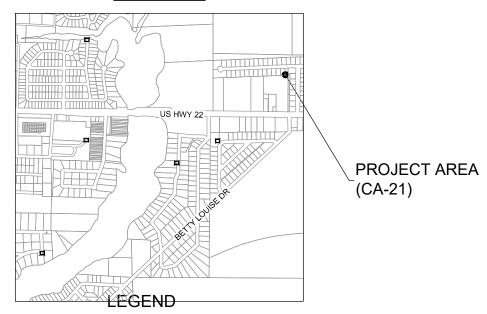
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#### **PLAN VIEW**



#### LIFT STATION FENCE REPLACEMENT

- REMOVE & DISPOSE OF ALL EXISTING CHAIN LINK FENCE, FENCE POST, AND CONCRETE ANCHORS.
- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED IN THE SAME LOCATION AS THE EXISTING FENCE.

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LIFT STATION #CA-21 (8528 JAMES ST)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

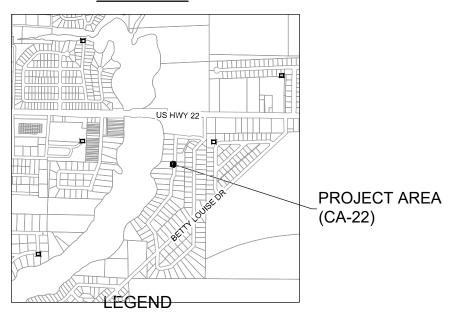
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#### PLAN VIEW



#### LIFT STATION FENCE ~ NEW

- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED AS SHOWN IN PLAN VIEW.

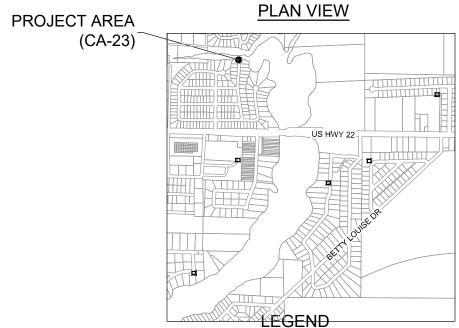
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3005 South Highway 77 Lynn Haven, Florida 32444

LIFT STATION #CA-22 (HUGH THOMAS DR)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

EB-7806
SHEET NO:
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PROJECT NUMBER:
26022







#### LIFT STATION FENCE ~ NEW

- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED AS SHOWN IN PLAN VIEW.

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(850)763-5200 Fax (850)7690730 www.panhandleengineering.com

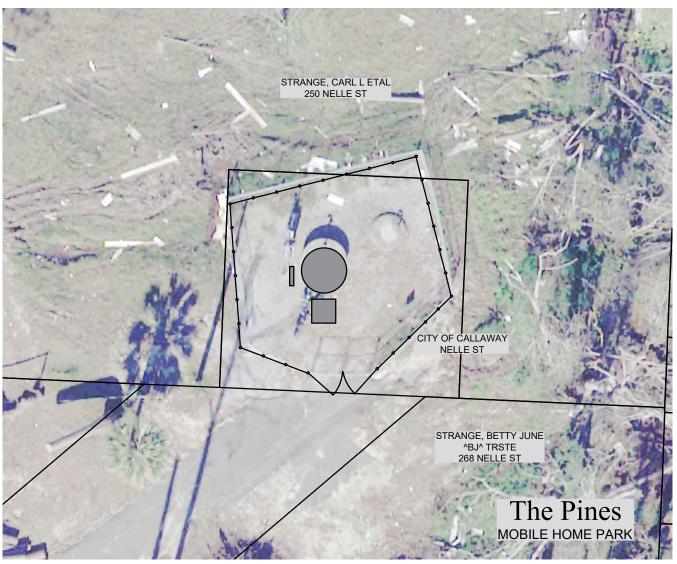
LIFT STATION #CA-23 (411 LACOSTA AVE)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

EB-7806

SHEET NO:

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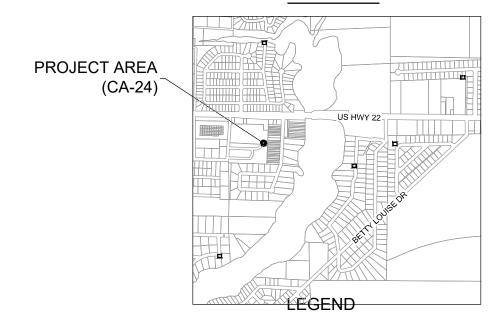
PROJECT NUMBER:











#### LIFT STATION FENCE REPLACEMENT

- REMOVE & DISPOSE OF ALL EXISTING CHAIN LINK FENCE, FENCE POST, AND CONCRETE ANCHORS.
- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED IN THE SAME LOCATION AS THE EXISTING FENCE.

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(850)763-5200 Fax (850)769-0730 www.panhandleengineering.com

LIFT STATION #CA-24 (250 NELLE ST LOT 36)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS
FDEP STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

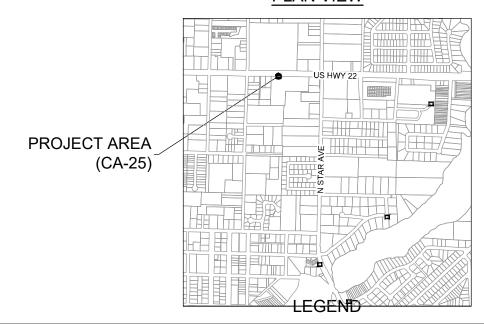
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### ENGINEERING, INC. ENMRONMENTAL ENGINEERS • CIML ENGINEERS • LAND PLANNERS 3005 South Highway 77 Lynn Haven, Florida 32444 (850)763-5700 Fax (850)769-0770 www.paphandleenging.com

#### LIFT STATION FENCE ~ NEW

- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED AS SHOWN IN PLAN VIEW.

 LIFT STATION #CA-25 (7142 HWY 22)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

EB-7806
SHEET NO:
24
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## **PLAN VIEW** PROJECT AREA (CA-26)

#### LIFT STATION FENCE ~ NEW

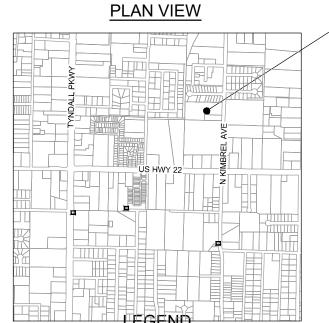
- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED AS SHOWN IN PLAN VIEW.

**REVISIONS** DESIGNED BY: SEP DRAWN BY: CAK REVIEWED BY: CBF ISSUE DATE: NOVEMBER 2019

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LIFT STATION #CA-26 (610 MARY ELLA AVE) CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP STATE REVOLVING FUNDS DISASTER ASSISTANCE CALLAWAY, FLORIDA

EB-7806 SHEET NO: 25 PROJECT NUMBER:



PROJECT AREA (CA-27)





#### INSTALLATION OF LIFT STATION FENCE REPAIR

- REPAIR ALL DAMAGED 3-STRAND BARBED WIRE AND BARB WIRE POST ARMS AS NECESSARY.
- REPAIR ALL DAMAGED BACK VINYL COATED TOP RAIL AS NECESSARY.
- ALL FENCE REPAIRS MATERIALS SHALL BE AS THE SAME AS THE EXISTING DAMAGED FENCE MATERIALS.
- ALL FENCE REPAIRS SHALL HAVE A UNIFORM APPEARANCE THAT MATCHES THE EXISTING FENCE COMPONENTS THAT WERE NOT DAMAGED.

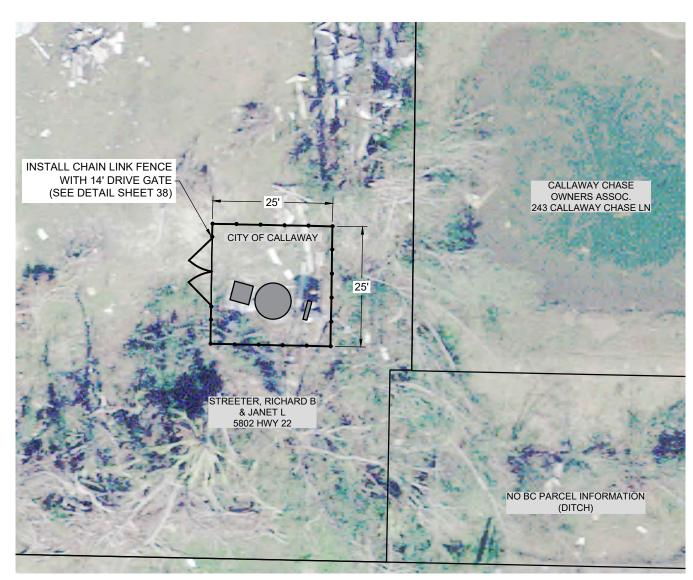
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3005 South Highway 77 Lynn Haven, Florida 32444

LIFT STATION #CA-27 (6036 ROCHE CT) CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP STATE REVOLVING FUNDS DISASTER ASSISTANCE CALLAWAY, FLORIDA

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# PROJECT AREA (CA-28) PLAN VIEW CHERRY CHERRY

#### LIFT STATION FENCE ~ NEW

- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED AS SHOWN IN PLAN VIEW.

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(850)763-5200 Fax (850)769-0730 www.panhandleengineering.com

LIFT STATION #CA-28 (5802 HWY 22)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

EB-7806
SHEET NO:
27
PROJECT NUMBER:

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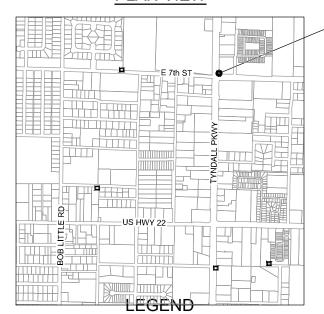
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#### **PLAN VIEW**



PROJECT AREA (CA-29)

#### INSTALLATION OF LIFT STATION FENCE REPAIR

- REPAIR ALL DAMAGED 3-STRAND BARBED WIRE AND BARB WIRE POST ARMS AS NECESSARY.
- REPAIR ALL DAMAGED BACK VINYL COATED TOP RAIL AS NECESSARY.
- ALL FENCE REPAIRS MATERIALS SHALL BE AS THE SAME AS THE EXISTING DAMAGED FENCE MATERIALS.
- ALL FENCE REPAIRS SHALL HAVE A UNIFORM APPEARANCE THAT MATCHES THE EXISTING FENCE COMPONENTS THAT WERE NOT DAMAGED.

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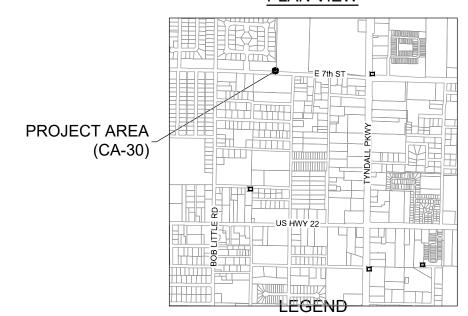
LIFT STATION #CA-29 (7TH ST & TYNDALL PKWY)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

EB-7806
SHEET NO:
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PROJECT NUMBER:

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#### INSTALLATION OF LIFT STATION FENCE REPAIR

- REPAIR ALL DAMAGED 3-STRAND BARBED WIRE AND BARB WIRE POST ARMS AS NECESSARY.
- REPAIR ALL DAMAGED BACK VINYL COATED TOP RAIL AS NECESSARY.
- ALL FENCE REPAIRS MATERIALS SHALL BE AS THE SAME AS THE EXISTING DAMAGED FENCE MATERIALS.
- ALL FENCE REPAIRS SHALL HAVE A UNIFORM APPEARANCE THAT MATCHES THE EXISTING FENCE COMPONENTS THAT WERE NOT DAMAGED.

LIFT STATION #CA-30 (7TH ST ~ BEHIND WAL-MART)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

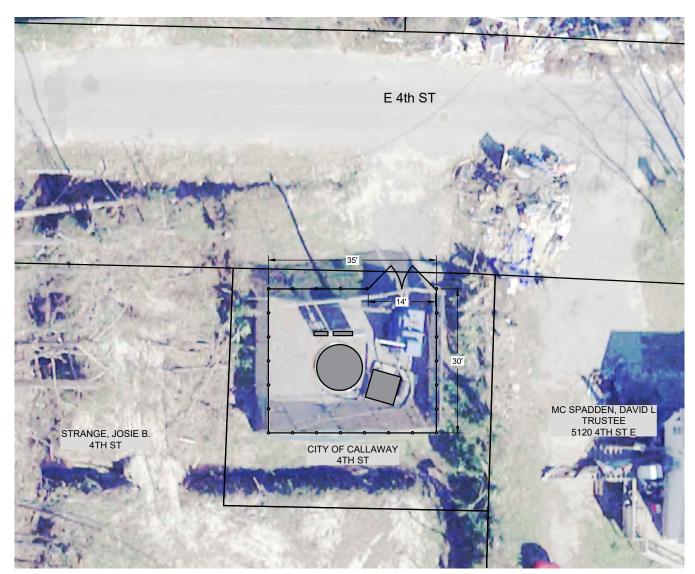
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DRAWN BY: CAK REVIEWED BY: CBF

ISSUE DATE: NOVEMBER 2019

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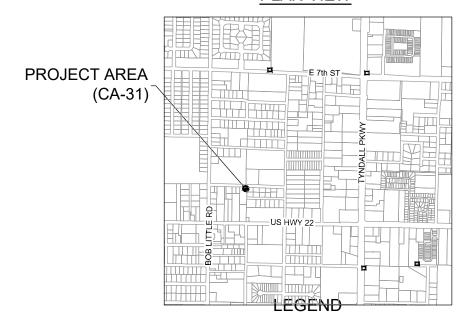








#### **PLAN VIEW**



#### INSTALLATION OF LIFT STATION FENCE REPAIR

- REPAIR ALL DAMAGED 3-STRAND BARBED WIRE AND BARB WIRE POST ARMS AS NECESSARY.
- REPAIR ALL DAMAGED BACK VINYL COATED TOP RAIL AS NECESSARY.
- ALL FENCE REPAIRS MATERIALS SHALL BE AS THE SAME AS THE EXISTING DAMAGED FENCE MATERIALS.
- ALL FENCE REPAIRS SHALL HAVE A UNIFORM APPEARANCE THAT MATCHES THE EXISTING FENCE COMPONENTS THAT WERE NOT DAMAGED.

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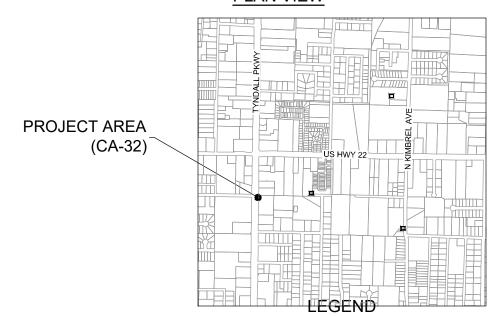
PANHANDLE ENGINEERING, INC.

ENMRONMENTAL ENGINEERS • CMIL ENGINEERS • LAND PLANNERS 3005 South Highway 7720 (MEDIZER) FOR FOR THE PROPERTY OF THE PROPERTY OF

LIFT STATION #CA-31 (5120 4TH ST)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

DPR CERTIFICATION No:
EB-7806
SHEET NO:

30 PROJECT NUMBER: 26022







#### INSTALLATION OF LIFT STATION FENCE REPAIR

- REPAIR ALL DAMAGED 3-STRAND BARBED WIRE AND BARB WIRE POST ARMS AS NECESSARY.
- REPAIR ALL DAMAGED GALVANIZED TOP RAIL AS NECESSARY.
- REPAIR ALL DAMAGED GALVANIZED CHAIN LINK FENCE WITH GREEN VINYL PRIVACY SLATS AS NECESSARY.
- REPAIR ALL DAMAGE GALVANIZED STEEL LINE POST AND CORNER POST AS NECESSARY.
- ALL FENCE REPAIRS MATERIALS SHALL BE AS THE SAME AS THE EXISTING DAMAGED FENCE MATERIALS.
- ALL FENCE REPAIRS SHALL HAVE A UNIFORM APPEARANCE THAT MATCHES THE EXISTING FENCE COMPONENTS THAT WERE NOT DAMAGED.

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LIFT STATION #CA-32 (238 N TYNDALL PKWY)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

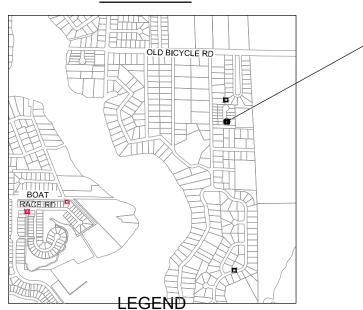
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#### **PLAN VIEW**



PROJECT AREA (CA-33)





#### LIFT STATION FENCE REPLACEMENT

- REMOVE & DISPOSE OF ALL EXISTING CHAIN LINK FENCE, FENCE POST, AND CONCRETE ANCHORS.
- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED IN THE SAME LOCATION AS THE EXISTING FENCE.

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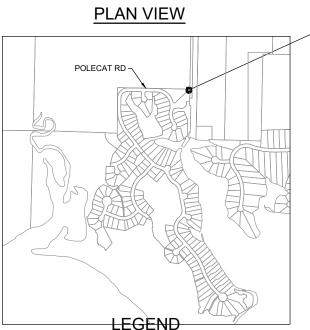
LIFT STATION #CA-33 (610 DIAMONTE CIR) CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP STATE REVOLVING FUNDS DISASTER ASSISTANCE CALLAWAY, FLORIDA

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#### INSTALLATION OF LIFT STATION FENCE REPAIR

- REPAIR ALL DAMAGED 3-STRAND BARBED WIRE AND BARB WIRE POST ARMS AS NECESSARY.
- REPAIR ALL DAMAGED BACK VINYL COATED TOP RAIL AS NECESSARY.
- ALL FENCE REPAIRS MATERIALS SHALL BE AS THE SAME AS THE EXISTING DAMAGED FENCE MATERIALS.
- INSTALL BARB WIRE PER DETAIL SHEET 38

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3005 South Highway 77 Lynn Haven, Florida 32444

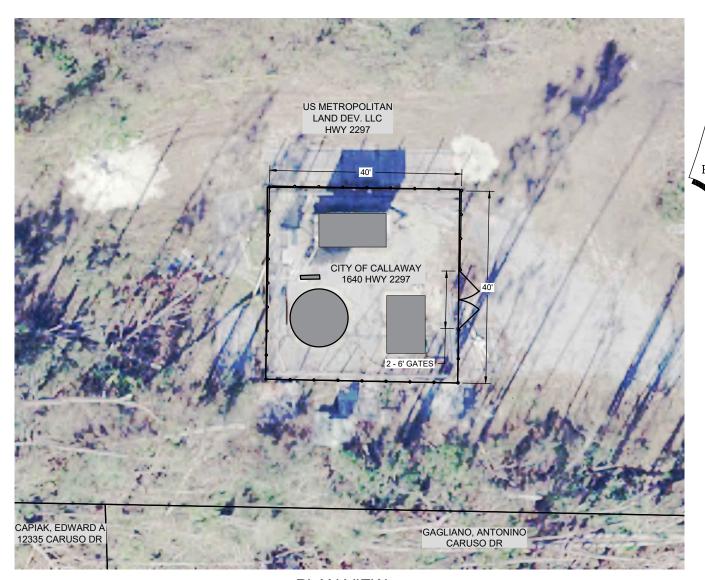
LIFT STATION #CA-34 (LAIRD POINT DR) CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP STATE REVOLVING FUNDS DISASTER ASSISTANCE CALLAWAY, FLORIDA

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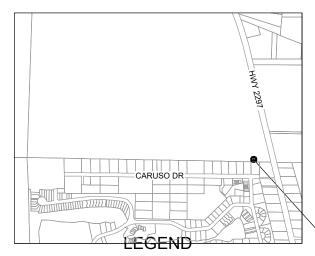








**PLAN VIEW** 



PROJECT AREA (CA-36)

#### LIFT STATION FENCE REPLACEMENT

- REMOVE & DISPOSE OF ALL EXISTING CHAIN LINK FENCE, FENCE POST, AND CONCRETE ANCHORS.
- INSTALL NEW 6' HIGH BLACK VINYL COATED CHAIN LINK FENCING WITH 3-STRAND BARBED WIRE AND DOUBLE SWING GATES PER DETAIL ON SHEET 38.
- NEW FENCE SHALL BE INSTALLED IN THE SAME LOCATION AS THE EXISTING FENCE.

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LIFT STATION #CA-36 (1640 HWY 2297)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

DPR CERTIFICATION No:
EB-7806
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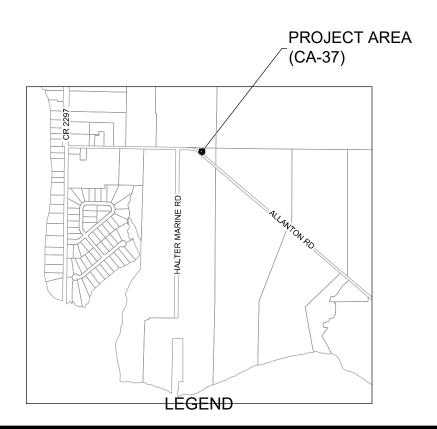
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#### INSTALLATION OF LIFT STATION FENCE REPAIR

- REPAIR ALL DAMAGED 3-STRAND BARBED WIRE AND BARB WIRE POST ARMS AS NECESSARY.
- REPAIR ALL DAMAGED BACK VINYL COATED TOP RAIL AS NECESSARY.
- ALL FENCE REPAIRS MATERIALS SHALL BE AS THE SAME AS THE EXISTING DAMAGED FENCE MATERIALS.
- ALL FENCE REPAIRS SHALL HAVE A UNIFORM APPEARANCE THAT MATCHES THE EXISTING FENCE COMPONENTS THAT WERE NOT DAMAGED.





LIFT STATION #CA-37 (13326 ALLANTON RD)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

EB-7806

SHEET NO:

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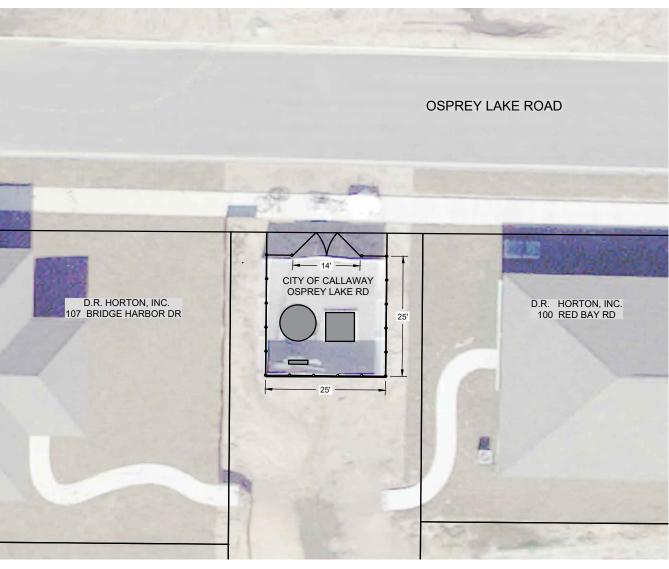
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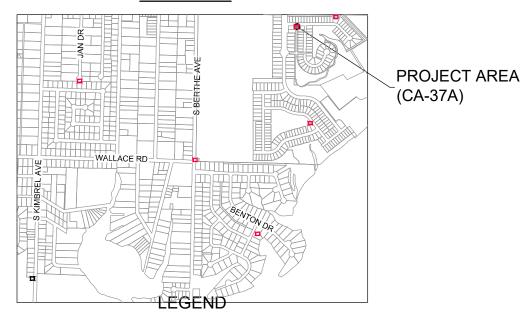
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#### **PLAN VIEW**



#### INSTALLATION OF LIFT STATION FENCE REPAIR

- REPAIR ALL DAMAGED WHITE VINYL FENCE AS NECESSARY.
- ALL FENCE REPAIRS MATERIALS SHALL BE AS THE SAME AS THE EXISTING DAMAGED FENCE MATERIALS.
- ALL FENCE REPAIRS SHALL HAVE A UNIFORM APPEARANCE THAT MATCHES THE EXISTING FENCE COMPONENTS THAT WERE NOT DAMAGED.

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LIFT STATION #CA-37A (OSPREY LAKE RD)
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

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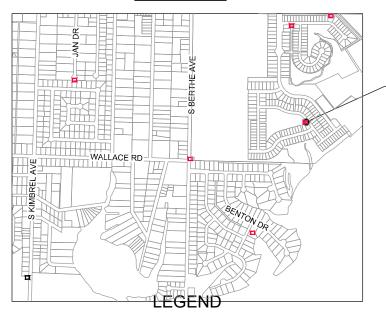
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PROJECT AREA (CA-38)

#### INSTALLATION OF LIFT STATION FENCE REPAIR

- REPAIR ALL DAMAGED WHITE VINYL FENCE AS NECESSARY.
- ALL FENCE REPAIRS MATERIALS SHALL BE AS THE SAME AS THE EXISTING DAMAGED FENCE MATERIALS.
- ALL FENCE REPAIRS SHALL HAVE A UNIFORM APPEARANCE THAT MATCHES THE EXISTING FENCE COMPONENTS THAT WERE NOT DAMAGED.

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3005 South Highway 77 Lynn Haven, Florida 32444

LIFT STATION #CA-38 (SEA FOX DR) CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP STATE REVOLVING FUNDS DISASTER ASSISTANCE CALLAWAY, FLORIDA

EB-7806 SHEET NO: 37 PROJECT NUMBER:

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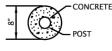
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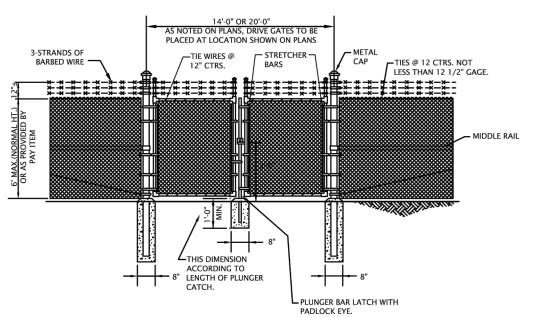
13, 2019



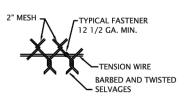
SECTION "B-B"

#### **GENERAL NOTES:**

- ALL DIMENSION ARE TYPICAL AND MAY BE VARIED AT THE RECOMMENDATION OF THE MANUFACTURER AT
- 2. HOG RINGS SHALL BE GALVANIZED OR ALUMINUM ALLOY.
- THE TENSION WIRE SHALL BE EITHER NO. 7 GAUGE STEEL WIRE GALVANIZED AT THE RATE OF 0.7 OZ. PER SQ. FT. MIN. OR ALUMINUM WIRE OF ALLOY ALCLAD 5056-H38 OR EQUAL WITH A WIRE DIAMETER OF 0.1875 IN. OR LARGER.
- 4. TENSION WIRE SHALL BE TIGHTENED TO SINGING TAUTNESS.
- 5. ALL TUBULAR POSTS TO HAVE A METAL CAP.
- CORNER, LINE, BRACE, GATE POST, ETC., SHALL BE OF A SIZE SHOWN IN SPECIFICATIONS FOR A 6'-8' HIGH FENCE.
- 7. FENCE FABRIC SHALL BE WOVEN IN 2-INCH MESH FROM NO. 9 GAGE STEEL GREEN VINYL COATED WIRE CONFORMING TO THE "STANDARD SPECIFICATION FOR ZINC-COATED STEEL GREEN VINYL COATED CHAIN-LINK FENCE FABRIC" (ASTM A392) GREEN SLATS SHALL BE WOVEN INTO THE FENCE FABRIC AFTER ERECTION.

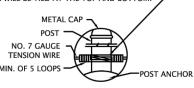


DRIVE GATES



**FABRIC & TENSION WIRE DETAIL** 

WRAP NO. 9 GAUGE WIRE 1 1/2 LOOPS UNDER TENSION AROUND ALL POSTS AT BOTTOM ONLY, EXCEPT CORNER AND INTERMEDIATE BRACE BAYS WHICH WILL BE TIED AT THE TOP AND BOTTOM.



TENSION WIRE TIE DETAIL

#### NOTES:

- THE CONTRACTOR SHALL PROVIDE A SUITABLE METHOD TO VISUALLY ASSURE OBTAINING TWO (2) INCHES CLEARANCE BETWEEN POST AND BOTTOM OF CONCRETE AS SHOWN IN THE DETAIL DRAWING.
- STRETCHER BARS FOR GATES ARE REQUIRED ON BOTH SIDES OF EACH GATE. STRETCHER BARS (SIZE 3/16"x3/4") MINIMUM ANCHOR WITH BANDS NOT EXCEEDING 12" SPACING OR OTHER APPROVED ANCHOR.

REV DATE MMM REVISIONS SCALE: AS NOTED

DESIGNED BY: SEP

DRAWN BY: CAK

REVIEWED BY: CBF

ISSUE DATE: NOVEMBER 2019

NOT RELEASED FOR CONSTRUCTION BY: DATE: ACAD FILE NAME: 26022 CVR-DTS.dwg

PANHANDLE
ENGINEERING, INC.
ENVIRONMENTAL ENGINEERS • CMIL ENGINEERS • LAND PLANNERS
3005 South Highway 77 Lynn Haven, Florida 32444
(850)763-5200 Fax (850)769-0730 www.panhandleengineering.com

FENCE DETAIL
CITY OF CALLAWAY LIFT STATION IMPROVEMENTS FDEP
STATE REVOLVING FUNDS DISASTER ASSISTANCE
CALLAWAY, FLORIDA

DPR CERTIFICATION No:
EB-7806
SHEET NO:
38
PROJECT NUMBER:

#### AGREEMENT FOR CONTRACTOR SERVICES LIFT STATION IMPROVEMENTS PROJECT BID NO: PW2019-09

This Agreement made as of this day of, <u>January</u> , 202	20, by and between the City of Callaway,
Florida - (the "CITY"), and	_ authorized to do business in the State of
Florida (the "CONTRACTOR"), and whose address is _	,
Phone: ( Fax: (	
In consideration of the mutual promises contained her agree as follows:	rein, the CITY and the CONTRACTOR
ARTICLE 1 - SERVICES	

The CONTRACTOR'S responsibility under this Agreement is to furnish, deliver, and construct all materials, labor, and equipment and to perform all operations in accordance with the plans and specifications and as listed in the Bid Form for the **LIFT STATION IMPROVEMENTS PROJECT BID NO: PW2019-09.** 

Services of the CONTRACTOR shall be under the general direction of the CITY MANAGER, who may designate a person to act as the CITY'S representative (hereinafter "REPRESENTATIVE") during the performance of this Agreement.

The CITY shall furnish to the CONTRACTOR up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

#### **ARTICLE 2 – SCHEDULE**

The term of this contract shall commence upon written Notice to Proceed by the City. It is projected that all work will be completed within  $\underline{90}$  days of the Notice to Proceed.

#### **ARTICLE 3 - PAYMENTS TO CONTRACTOR**

- A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed \$\_\_\_\_\_\_, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the CITY monthly.
- B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the City Manager's office, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed. Ten percent (10%) of each invoiced amount will be withheld and retained by the CITY until completion of the work to the satisfaction of the CITY.
- C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "<u>final invoice</u>" on the CONTRACTOR'S final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONTRACTOR.
- D. CONTRACTOR acknowledges that it has reviewed the scope of work, inspected the work site, and does not anticipate having any CONTRACTOR requested change orders.

#### **ARTICLE 4 - TERMINATION**

This Agreement may be terminated by the CONTRACTOR on 60 days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms hereof through no fault of the CONTRACTOR. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the CITY the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 5 - PERSONNEL**

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein under shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 6 - SUBCONTRACTING**

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

Subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirements as described in Section 608 of the Federal Water Pollution Control Act unless the local Government has obtained a waiver pertaining to the Project or the Department has advised the Local Government that the requirement is not applicable to the Project.

#### ARTICLE 7 - FEDERAL AND STATE TAX

The CONTRACTOR shall be responsible for payment of its own FICA and Social Security benefits with respect to this Agreement and the personnel it employs.

#### ARTICLE 8 – INSURANCE & BONDS

- A. The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance and bonds required under this paragraph and such insurance has been verified by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the amount of \$1,000,000 and \$2,000,000 combined single limit for property damage and bodily injury liability covering claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. CONTRACTOR shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to CITY, and casualty and extended coverage insurance. All policies shall be occurrence form policies and shall name CITY as an additional insured, with the premium thereon fully paid by CONTRACTOR on or before their due date. The general liability insurance policy shall afford minimum protection of \$1,000,000 and \$2,000,000 combined single limit coverage for bodily injury.

Required insurance shall be documented in Certificates of Insurance which provide that CITY shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change. New Certificates of Insurance are to be provided to CITY at least 15 days prior to coverage renewals. City of Callaway, Florida is to be named as an additional insured entity.

If requested by CITY, CONTRACTOR shall furnish complete copies of its insurance policies, forms and endorsements.

For commercial general liability coverage, CONTRACTOR shall, at the option of CITY, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

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

CONTRACTOR shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employer's liability limits of at least the statutory limit, or provide notarized affidavit of exemption listing relevant statutes. CONTRACTOR shall also purchase any other coverage required by law.

CONTRACTOR'S maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

C. In the event that a performance or payment bond is required due to use of grant funds for the project, by City Commission or as otherwise required, the CONTRACTOR shall not commence work under this Agreement until it has obtained the required bonds and provided such bonds to the CITY.

#### **ARTICLE 9 - EXCUSABLE DELAYS**

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONTRACTOR'S subcontractor(s) and is without the fault or negligence of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence as determined by the CITY, any affected provision of this Agreement shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at anytime.

#### **ARTICLE 10 - LIQUIDATED DAMAGES**

Liquidated damages shall be paid to the CITY at the rate of \$200 per day for all work awarded under the contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and Legal Holidays shall be excluded in determining days in default.

It is agreed that the amount is the per-diem rate for damage incurred by reason of failure to complete the work. The said amount is hereby agreed upon as the reasonable costs which may be accrued by the CITY after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The CITY shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectable from the CONTRACTOR or Surety.

#### **ARTICLE 11 - ARREARS**

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

#### ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by and for the CITY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent.

Such information and data shall be and will remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

All products generated by the CONTRACTOR for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps, or other submission of documentation produced for or as a result of this project in addition to paper documents.

The CITY and the CONTRACTOR shall comply with the provisions of the Florida Public Records Law.

<u>PUBLIC RECORDS LAW.</u> CONTRACTOR acknowledges that it is familiar with the provisions of the Public Records Law of the State of Florida.

CONTRACTOR agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701, CONTRACTOR agrees to keep and maintain public records that would be required by the City of Callaway in order to perform the services provided for in this Agreement; CONTRACTOR agrees to provide public access to any required public records in the same manner as a public agency; CONTRACTOR agrees to protect exempt or confidential records from disclosure; CONTRACTOR agrees to meet public records retention requirement; and CONTRACTOR agrees that at the end of term of this Agreement, to transfer all public records to the City of Callaway and destroy any duplicate exempt or confidential public records.

All products generated by the CONTRACTOR for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps or other submission of documentation produced for or as a result of this Bid/Proposal in addition to paper documents.

Further, in accordance with the Public Records Laws of the State of Florida, Section 119.0701, (2013), Contractor must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- E. If a contractor does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract.

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the custodian of public records, Janice Peters, City Clerk, at 850-215-6694, by email at <a href="mailto:jpeters@cityofcallaway.com">jpeters@cityofcallaway.com</a>, or via mail, at 6601 E. Hwy. 22, Callaway, FL 32404.

#### ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation.

The CONTRACTOR shall hold the CITY, its officers, agents and employees harmless and free from any loss, damage or expense arising out of any occurrence relating to this Agreement or its performance and shall indemnify the CITY, its officers, agents and employees, customers, and successors against any damage or claim of any type arising from the negligent or intentional acts or omission of the CONTRACTOR.

#### **ARTICLE 14 - CONTRACT ASSIGNMENT**

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title, or interest therein, without written consent of the CITY. The CONTRACTOR shall complete the work contemplated by the terms and conditions of this Agreement in an amount equivalent to at least 50 percent (50%) of the dollar value of work to be performed under this Contract utilizing its own business or corporate entity, so that no single labor, material man, or subcontractor shall be permitted to perform more than 50% of the work contemplated by this Contract.

#### **ARTICLE 15 - AMENDMENT**

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

#### **ARTICLE 16 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### **ARTICLE 17 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

#### **ARTICLE 18 - SEVERABILITY**

If any term or provision on this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### ARTICLE 19 - CITY'S REPRESENTATIVE AND AUTHORITY

The person designated by the CITY MANAGER shall serve as the CITY'S REPRESENTATIVE and shall decide questions which may arise as to quality and acceptability of materials furnished and work performed, and shall interpret the intent of the Contract Documents with reasonable promptness.

The REPRESENTATIVE will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

The REPRESENTATIVE may assign Project Inspector(s) who shall serve to assist the REPRESENTATIVE in determining if the work performed and the materials used meet the Contract requirements. The Project Inspector shall be authorized to issue Field Orders. The Project Inspector shall be authorized to stop all or any portion of the work if in his opinion the work is not proceeding according to the requirements of the plans and specifications.

#### **ARTICLE 20 - MODIFICATION**

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Agreement.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a contract amendment or change order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

#### **ARTICLE 21 - CONTRACT DOCUMENTS**

The other documents which comprise the entire Agreement are attached hereto, made a part hereof and consist of the following:

- A. Advertisement for Bids.
- B. Special Instructions and Conditions,
- C. General Instructions and Conditions,
- D. Minimum Technical Specifications,
- E. Bid Forms

**Bid Certification Form** 

Drug-Free Workplace Certification

**Public Entity Crimes Statement** 

Proprietary/Confidential Information Form

Certification Regarding Debarment

Trench Safety Compliance Certification Form

Anti-Collusion Clause Form

- G. Addendums (if any),
- H. Performance & Payments Bonds (if required),
- I. Change Orders (if any).

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail.

There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein.

#### **ARTICLE 22 - VENUE**

All applicable laws, regulations and ordinances of the State of Florida, Bay County and the City of Callaway will apply to consideration and award of any Bid/Proposal and the performance of the bidder/proposal pursuant thereto, and shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court of Bay County, Florida, or the United States District Court for the Northern District of Florida, as applicable.

#### **ARTICLE 23 - NOTICE**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Callaway 6601 East Hwy. 22 Callaway, Florida 32404

Attention: Janice L. Peters, City Clerk

Phone: (850) 215-6694 Fax: (850) 871-2224

Email: jpeters@cityofCallaway.com

With a copy to: Kevin D. Obos, Esq. City Attorney

Hand Arendall Harrison Sale

P.O. Drawer 1579 Panama City, FL 32402 Phone: (850) 769-3434 Fax: (850) 769-6121

and if sent to the CONTRACTO	R shall be mailed to:

Either party may change its address noted above by giving written notice to the other party in accordance with the requirements of the Section.

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the CONTRACTOR, and one to the CITY CLERK for filing in the official records.

#### CITY CLERK

#### CITY OF CALLAWAY, FLORIDA

Attest:  Janice L. Peters, MMC City Clerk	By: Keith E. Cook, City Manager
Contractor Witnesses: (2 REQUIRED)	Contractor:
Witness:Name	Business Name
Signature	By:Signature
Witness:Name	Print Name and Title
Signature	
Approved as to Form for the reliance of the City of Callaway only:	
KEVIN D. OBOS, CITY ATTORNEY	
HAND ARENDALL HARRISON SALE	

#### SPECIAL FEDERAL PROVISIONS

#### A. GRANT CONDITIONS

FEMA funding requirements apply to projects funding in part or in whole with funds made available by the Federal government.

#### 1. Goals for Women and Minorities in Construction

Department of Labor regulations set forth in 41 CFR 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all Federally-assisted construction contracts in excess of \$10,000. The recipient must comply with these regulations and must obtain compliance with 41 CFR 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 CFR 60-4. The goal for participation of women in each trade area must be as follows:

- a. From April 1, 1981, until further notice: 6.9 percent;
- b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at CFR 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,
- c. Goals for minority participation must be as prescribed by Appendix B-Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The Recipient must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (or cause them to be included if appropriate) in all federally assisted contracts subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 CFR 60-6.

#### 2. Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms

The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,

f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) — (e) of this paragraph.

#### 3. Davis Bacon Act, as amended (40 U.S.C.3141—3148)

Davis-Bacon Act-related provisions are applicable for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C 1292; or for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, all prime construction contracts in excess of \$2,000 awarded by the non-Federal entity must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141—3144, and 3146—3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determination made by the Secretary of Labor. In addition contracts must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to Treasury. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation or which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to Treasury. See Attachment Nos. 1, 2, and 3 of this Section.

#### 4. Equal Opportunity Clause

Pursuant to 41 CFR 60-1.4(b), Federally assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 CFR Part 60-1—Obligations of Contractors and Subcontractors, [t]he [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

- 41 CFR §60-1.4 Equal opportunity clause. During the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (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.
- (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.
- (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.
- (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.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (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. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in

federally assisted construction work; Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 5. Revised ADA Standards for Accessible Design for Construction Awards

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects.

#### 6. Historic Artifact Discovery

If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05. Florida Statutes.



## PROPOSAL CHECKLIST

## CITY OF CALLAWAY STATION IMPROVEMENTS PROJECT BID NO: PW2019-09

## FORMS/ITEMS TO BE RETURNED WITH YOUR PROPOSAL!

The following forms are to be completed/signed by the Proposer and submitted to the City:

- 1. Bid/RFP Certification Form(s),
- 2. One (1) unbound set of bid packet with original notarized signatures, plus five (5) copies
- 3. Bid Bond or Cashier's Check/Certified Check in the amount of 5% of bid,
- 4. Proof of Insurance in amounts required by the City with the City listed as Certificate Holder and Additionally Insured (See Special Instructions & Conditions),
- 5. State of Florida or Bay County Contractor License or Certificate
- 6. Public Entity Crime Statement, [Complete items 1 and 6; notarized signature required]
- 7. Drug-Free Workplace Certification Form, [Complete Part I; notarized signature, or sign Part II]
- 8. List of Subcontractors with names of directors or owners, addresses, telephone numbers, and email address (if applicable),
- 9. List of references for similar type work with contact information.
- 10. Proprietary/Confidential Information Form
- 11. Certification Regarding Debarment
- 12. Anti-Collusion Clause Form

**Note:** Incomplete Bid/Proposal submissions may not be accepted/considered. Do not modify the

forms! Any additional information you desire to present may be included as an attachment.

**Reminder:** Submit requested number of copies! (See Special Instructions and Conditions)

# BID/RFP CERTIFICATION FORM CITY OF CALLAWAY LIFT STATION IMPROVEMENTS PROJECT BID NO: PW2019-09

#### PROPOSERS CERTIFICATION TO THE CITY OF CALLAWAY:

1.	The undersigned warrants that: (A) This Proposal is submitted in response to, and is in compliance with, all
	terms and conditions applicable thereto as set forth in the Advertisement, Instructions to Proposers, General Instructions and Conditions, Special Instructions and Conditions, Bid/RFP Certification Forms, the Minimum Technical Specifications, Addendum, Exhibits, Agreement, Bonds, and Insurance Requirements each of which has been carefully examined, (B) Proposer or Proposer's representative has made such investigation as is necessary to determine the character and extent of the work and their capability to perform the work, and (C) agrees that if the Proposal is accepted by the City, Proposer will provide the necessary labor, materials, machinery, equipment, tools or apparatus, and perform all the work or services required to complete the assignment and/or contract within the time specified according to the requirements of the City as herein and hereinafter set forth, and (D) he/she is authorized to legally execute binding contracts for and on behalf of the Proposer.
2.	Please check one:
	Proposer declares that the only person, persons, company, or parties interested in this Proposal are named in the Proposal.
	Proposer, or one or more of Proposer's officers, principals, or any owner of more than 5% in or of proposer, or members of their immediate families: (A) have a financial interest in another company project, or property that could benefit financially from this proposed project; and/or (B) another individual or business will be compensated by (or on behalf of proposer) if Proposer is selected by the City for the requested services. (Attach a detailed explanation for either.)
3.	Bid Bond - If the Proposal is accepted by the City, it will become a binding contract on both parties. If a Bid Bond or Cashier's Check/Certified Check is required, it shall be submitted with the Proposal. If the undersigned shall fail to deliver or perform, or if applicable, execute a Contract as stated herein, then the City may, at its option, determine that the undersigned has abandoned the Award/Contract, and thereupor such Bid and/or Award shall be null and void, and any Cashier's Check/Certified Check or Bond accompanying this Bid shall be forfeited to and become the property of the City, and the full amount of said check, or if a Bid Bond, the full amount of such bond, shall be paid to the City as partial liquidated damages; otherwise, any Bond or Cashier's Check/Certified Check accompanying this Bid shall be returned to the undersigned within 30 calendar days from the date of Award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.
4.	Vendor proposes and agrees to provide all materials, services or equipment required for the City of Callaway <b>LIFT STATION IMPROVEMENTS PROJECT BID NO: PW2019-09</b> , for the Total Sum(s) as follows (totals must match attached breakdown of costs for each Lift Station).
5.	Number of days from date of the Notice to Proceed that will be required for the final completion of all work as described herein.
	(Maximum 90 Calendar Days)
6.	The City reserves the right to accept any or all prices itemized in any combination that best serves the interests of the City. The City further reserves the right to accept or reject any of the components of this Proposal, including alternates.

BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS: \_\_\_\_\_

7.

## LIFT STATION IMPROVEMENT COST BID PROPOSAL

LIFT STATION #CA-1	FENCE REPLACEMENT	\$
LIFT STATION #CA-2	FENCE REPAIR	\$
LIFT STATION #CA-3	FENCE REPAIR	\$
LIFT STATION #CA-4	FENCE REPLACEMENT	\$
<u>LIFT STATION #CA-6</u>	FENCE REPAIR	\$
LIFT STATION #CA-7	FENCE REPAIR	\$
LIFT STATION #CA-8	FENCE REPLACEMENT	\$
LIFT STATION #CA-9	FENCE REPLACEMENT	\$
LIFT STATION #CA-10	FENCE REPLACEMENT	\$
LIFT STATION #CA-11	FENCE REPLACEMENT	\$
LIFT STATION #CA-12	FENCE REPLACEMENT	\$
<b>LIFT STATION #CA-13</b>	FENCE REPLACEMENT	\$
LIFT STATION #CA-14	FENCE REPLACEMENT	\$
LIFT STATION #CA-15	FENCE – NEW	\$
LIFT STATION #CA-16	FENCE – NEW	\$
LIFT STATION #CA-17	FENCE – NEW	\$
LIFT STATION #CA-18	FENCE REPLACEMENT	\$
LIFT STATION #CA-19	FENCE REPLACEMENT	\$
LIFT STATION #CA-20	FENCE – NEW	\$
LIFT STATION #CA-21	FENCE REPLACEMENT	\$
LIFT STATION #CA-22	FENCE – NEW	
LIFT STATION #CA-23	FENCE – NEW	\$
LIFT STATION #CA-24	FENCE REPLACEMENT	\$
LIFT STATION #CA-25	FENCE – NEW	\$
LIFT STATION #CA-26	FENCE – NEW	\$
LIFT STATION #CA-27	FENCE REPAIR	\$
LIFT STATION #CA-28	FENCE – NEW	\$
LIFT STATION #CA-29	FENCE REPAIR	
LIFT STATION #CA-30	FENCE REPAIR	\$
LIFT STATION #CA-31	FENCE REPAIR	
LIFT STATION #CA-32	FENCE REPAIR	
LIFT STATION #CA-33	FENCE REPLACEMENT	
LIFT STATION #CA-34	FENCE REPAIR	
LIFT STATION #CA-36	FENCE REPLACEMENT	
LIFT STATION #CA-37	FENCE REPAIR	
LIFT STATION #CA-37A	FENCE REPAIR	
LIFT STATION #CA-38	FENCE REPAIR	\$

TOTAL LIFT STATION IMPROVEMENT COSTS \$\_\_\_\_\_

Name of Bidder:	
Business structure: ( ) Corporation, ( ) Partnership, (	) Individual, ( ) Other:
If a Partnership:	
Name(s) of Partner(s):	
If a Corporation:	
Incorporated in State of:	Date of Incorporation:
Business Address:	
City: State Zip	
Telephone Number: ( )Fax_( )	
Submitted By:	
(Print) Title:	
Signature:	
ATTEST:	
Secretary	
By:Print Name	
	Affix Corporate Seal (If Corporation)
State of Florida County of	
The foregoing instrument was acknowledged before me	this day of, 20, by
	as identification, and who (did) (did not) take
an oath.	
[Signature of Notary Public]	[Printed, typed or stamped name of Notary Public)

NOTE: BIDS MAY BE REJECTED IF ALL DOCUMENTS ARE NOT COMPLETE AND EXECUTED, AND THE NUMBER OF COPIES SPECIFIED/REQUESTED OF EACH ARE NOT SUBMITTED WITH THE BID.

## SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), <u>FLORIDA STATUTES</u>, ON PUBLIC ENTITY CRIMES

## THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

	[print individual's name and title]
for	whose business of entity submitting sworn statement]
[print name	of entity submitting sworn statement]
address is	
	and (if applicable) it's Federal Identification Number
(FEIN) is	(If the entity has no FEIN, include the Social Security
Number of the individual	signing this sworn statement)
violation of any state or f business with any public of States, including, but not entity or any agency or	entity crime" as defined in Paragraph 287.133(1)(g), <b>Florida Statutes</b> , means ederal law by a person with respect to and directly related to the transaction on tity or with an agency or political subdivision of any other state or of the United limited to, any bid or contract for goods or services to be provided to any publical subdivision of any other state or of the United States and involving the collision, racketeering, conspiracy, or material misrepresentation.
means a finding of guilt of any federal or state trial co	ted" or "conviction" as defined in Paragraph 287.133(1)(b), <b>Florida Statute</b> a conviction of a public entity crime, with or without an adjudication of guilt, in purt of record relating to charges brought by indictment or information after Judry verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
I understand that an "affil	ate" as defined in Paragraph 287.133(1)(a), <b>Florida Statutes</b> , means:
1. A predecessor or	successor of a person convicted of a public entity crime; or

- who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

	Based on information and belief, the statement submitting this sworn statement. [Indicate w	nt which I have marked below is true in relation to the entity hich statement applies.]
	partners, shareholders, employees, members, o	orn statement, nor any of its officers, directors, executives or agents who are active in the management of the entity, nor h and convicted of a public entity crime subsequent to July, 1
	partners, shareholders, employees, members,	ement, or one or more of its officers, directors, executives or agents who are active in the management of the entity, or and convicted of a public entity crime subsequent to July 1
	partners, shareholders, employees, members, an affiliate of the entity has been charged with 1989. However, there has been a subsequent Division of Administrative Hearings and the F	ement, or one or more of its officers, directors, executives or agents who are active in the management of the entity, or and convicted of a public entity crime subsequent to July 1 proceeding before a Hearing Officer of the State of Florida Final Order entered by the Hearing Officer determined that it is submitting this sworn statement on the convicted vendor list
VEA	R IN WHICH IT IS FILED I ALSO LINDE	
PUBI AMC	LIC ENTITY PRIOR TO ENTERING INTO	RSTAND THAT I AM REQUIRED TO INFORM THE DA CONTRACT IN EXCESS OF THE THRESHOLD ORIDA STATUTES FOR CATEGORY TWO OF ANY DIN THIS FORM.
PUBI AMC	LIC ENTITY PRIOR TO ENTERING INTO OUNT PROVIDED IN SECTION 287.017, <u>FL</u> NGE IN THE INFORMATION CONTAINED	O A CONTRACT IN EXCESS OF THE THRESHOLD ORIDA STATUTES FOR CATEGORY TWO OF ANY D IN THIS FORM.  PW2019-09
PUBI AMC	LIC ENTITY PRIOR TO ENTERING INTO OUNT PROVIDED IN SECTION 287.017, <u>FL</u>	O A CONTRACT IN EXCESS OF THE THRESHOLD ORIDA STATUTES FOR CATEGORY TWO OF ANY D IN THIS FORM.
PUBI AMC CHA	LIC ENTITY PRIOR TO ENTERING INTO DUNT PROVIDED IN SECTION 287.017, <u>FL</u> NGE IN THE INFORMATION CONTAINED [signature]	O A CONTRACT IN EXCESS OF THE THRESHOLD ORIDA STATUTES FOR CATEGORY TWO OF ANY D IN THIS FORM.  PW2019-09
PUBI AMC CHA	LIC ENTITY PRIOR TO ENTERING INTO DUNT PROVIDED IN SECTION 287.017, FL NGE IN THE INFORMATION CONTAINED [signature]  In to and subscribed before me this day of diffication day of	O A CONTRACT IN EXCESS OF THE THRESHOLD ORIDA STATUTES FOR CATEGORY TWO OF ANY D IN THIS FORM.  PW2019-09 [Reference: RFP Number] , 20 Personally known or produced
PUBI AMC CHA	LIC ENTITY PRIOR TO ENTERING INTO DUNT PROVIDED IN SECTION 287.017, FL NGE IN THE INFORMATION CONTAINED [signature]  n to and subscribed before me this day of	O A CONTRACT IN EXCESS OF THE THRESHOLD ORIDA STATUTES FOR CATEGORY TWO OF ANY D IN THIS FORM.  PW2019-09 [Reference: RFP Number] , 20 Personally known or produced
PUBI AMC CHA	LIC ENTITY PRIOR TO ENTERING INTO DUNT PROVIDED IN SECTION 287.017, FL NGE IN THE INFORMATION CONTAINED [signature]  In to and subscribed before me this day of diffication day of	O A CONTRACT IN EXCESS OF THE THRESHOLD ORIDA STATUTES FOR CATEGORY TWO OF ANY D IN THIS FORM.  PW2019-09 [Reference: RFP Number] , 20 Personally known or produced
PUBI AMC CHA	LIC ENTITY PRIOR TO ENTERING INTO DUNT PROVIDED IN SECTION 287.017, FL NGE IN THE INFORMATION CONTAINED [signature]  In to and subscribed before me this day of diffication day of	O A CONTRACT IN EXCESS OF THE THRESHOLD ORIDA STATUTES FOR CATEGORY TWO OF ANY D IN THIS FORM.  PW2019-09 [Reference: RFP Number] , 20 Personally known or produced on]
PUBI AMC CHA	LIC ENTITY PRIOR TO ENTERING INTO DUNT PROVIDED IN SECTION 287.017, FL NGE IN THE INFORMATION CONTAINED [signature]  In to and subscribed before me this day of diffication day of	OA CONTRACT IN EXCESS OF THE THRESHOLD ORIDA STATUTES FOR CATEGORY TWO OF ANY D IN THIS FORM.  PW2019-09 [Reference: RFP Number] , 20 Personally known or produced on]  Notary Public - State of

## CITY OF CALLAWAY DRUG-FREE WORKPLACE CERTIFICATION

#### Please complete Part I or Part II as applicable.

In order to be given preference in the award process for having implemented a drug-free workplace program prior to the Bid/Proposal submission date, the Bidder/Proposer is requested to certify that as part of their drug-free workplace program, they have:

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

Part I - PROGRAM IMPLEMENTED I certify that I/we have established a drug-free workplace pro	ogram meeting the foregoing minimum requirements.		
[Printed, typed name]	[Signature]		
State of Florida County of			
The foregoing instrument was acknowledged before me this	day of, 20, by	_, who	
is personally known to me or who presented as identification, and who (did) (did not) take an oath.			
[Signature of Notary Public]	[Printed, typed or stamped name of Notary Public]		
	[Commission Number of Notary Public]		
Part II - PROGRAM NOT IMPLEMENTED			
A program meeting the above stated requirements has no Bid/Proposal closing date, and therefore I/we are not eligible		orior to	
[Signature]	[Date]		

## PROPRIETARY/CONFIDENTIAL INFORMATION LIFT STATION IMPROVEMENTS PROJECT RFP NO. PW2019-09

Name of Firm of Bidder/Vendor:	
_	

Trade secrets or proprietary information submitted by a Vendor shall not be subject to public disclosure under the Freedom of Information Act; however, the Vendor must invoke such protections provided by state law, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Vendor refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

7	Check	this	box i	f there	are	none.
---	-------	------	-------	---------	-----	-------

This document must be completed and returned with proposal.

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY VOLUNTARY EXCLUSION FORM

#### **Contractor Covered Transactions**

	ecipient,, certif principals are presently debarred, sus untarily excluded from participation in	spended, proposed for
(2) Where the Recipient's contractor is contractor shall attach an explanation		ent, the prospective
CONTRACTOR:		
BySignature	Recipient's Name	_
Name and Title	Division Contract Number	_
Street Address	FEMA Project Number	-
City, State, Zip	_	

Date

#### CERTIFICATE OF COMPLIANCE WITH THE FLORIDA TRENCH SAFETY ACT

Bidder acknowledges sole responsibility for complying with the Florida Trench Safety Act (Act) under Section 653.60, Florida Statutes and Occupational Safety and Health Administration's excavation safety standard 29 CFR 1926.650 (Subpart P as amended). Bidder further acknowledges that included in the various items of the proposal and in the Total Lump Sum Bid are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

	Trench Safety Method	Units of	Unit	Extended	Unit
	(Descripton)	Measure	(Quantity)	Cost	Extended
		(LF, SY)			Cost
A.					
B.					
C.					
D.					
		•		Total: \$	

Total: \$ \_\_\_\_\_

Failure to complete the above may result in the bid being declared non-responsive. The costs indicated above are provided to comply with the Act and shall not constitute grounds for any additional compensation to that listed for the separate line items of the Bid Form.

Bidder:
License No.:
Date:
Authorized Signature & Title

### ANTI-COLLUSION CLAUSE FORM

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

Name of Firm:	
Authorized Signature:	
Printed Name:	
Title:	
Date:	