

CITY OF APALACHICOLA

INVITATION TO BID

Description	Date/Time
Bids Due	Thursday, November 2, 12:00 pm
Opening of Bids	Thursday, November 2, 1:00 pm

Scipio Creek Marina Dock Repairs

Invitation to Bid, Specifications & Instructions

Potential Bidders: Please read this packet completely before submitting a bid. Incomplete bid packet may result in automatic rejection of bid

NOTICE

Notice is hereby given that the City of Apalachicola invites qualified firms to submit a bid to make repairs to Scipio Creek Marina Docks.

Sealed bids will be received until Thursday, November 2, at 12:00 p.m., at the City Hall, Attn: Kendall Falkner, 192 Coach Wagoner Blvd., Apalachicola, Florida 32320.

Scipio Creek Marina Dock Repairs

Bids will be opened on Thursday, November 2 at 1:00 pm.

Bids will not be valid unless received by the deadline and in a sealed envelope marked **“Scipio Creek Marina Dock Repairs”** to be received before Thursday, November 2, 12:00 p.m. The City of Apalachicola is NOT responsible for lost, late, or undelivered bids. It is the sole responsibility of the bidder to ensure delivery of its package. **One original, five copies and one electronic copy (thumb drive) must be received in a sealed envelope. Proof of Insurance, Form W-9 and all required forms must be included with any bid submitted.**

During the bid process, except as otherwise provided herein, all prospective bidders are hereby prohibited from contacting any member of the City Council or any City employee or agent regarding this invitation to Bid in any respect during the solicitation period. For information concerning procedures for responding to this Invitation to Bid, contact Kendall Falkner at kfalkner@cityofapalachicola.com.

Small Business Entities, Women Owned Businesses and Minority Owned Businesses are encouraged to submit a proposal.

The City reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response(s) that, in its will be in the best interest of the City of Apalachicola.

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

Invitation to Bid
Scipio Creek Marina
Dock Repairs
General Instructions

Delivery and Receipt of Bids: All sealed bids will be received until Thursday November 2, 12:00 pm. at the City Hall, Attn: Kendall Falkner, 192 Coach Wagoner Blvd., Apalachicola, Florida 32320.

One original, five copies and one electronic copy (thumb drive) must be received in a sealed envelope. Proof of Insurance, Form W-9 and all required forms must be included with any bid submitted.

The words "**Scipio Creek Marina Dock Repairs**" shall be clearly marked on the front and back of the envelope containing the Bid.

Insurance Requirements: Prior to commencement of services on any work order under the Contract, the Contractor shall, at its sole cost and expense, procure and maintain throughout the term of the Contract, insurance in the types and limits set forth herein, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming the City of Apalachicola, a political subdivision of the State of Florida, its officers, agents, employees and volunteers as a named additional insured, as well as furnishing the City, if requested by the City, with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of the requested insurance policies shall be provided prior to performing services on any work order. Said insurance coverages procured by the Contractor as required herein shall be considered, and the Contractor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

A bidder shall provide proof of, or proof of the ability to acquire, and a Contractor shall comply with the provisions of this section, for the types and limits of insurance as follows:

Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

Automobile Liability

Any automobile-Combined bodily injury/property damage, with minimum limits for all additional coverages as required by Florida law	\$1,000,000
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Workers Compensation/Employers Liability

1. Workers Compensation Statutory Limits

2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000
Professional Liability when required by Contract-per occurrence	\$1,000,000

Contractor Qualifications and Requirements: The contractor must have a proven track record, extensive experience, and hold appropriate licenses.

The following licensing requirements shall apply when the applicable Florida Statutes mandates specific licensing for contractors engaged in the type of work covered by this solicitation.

- a. Said licenses shall be in the bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration dates as required by the City. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid and/or termination of the Contract.
- b. Subcontractors contracted by a Contractor acting as the prime contractor shall be licensed, certified, or registered in their respective fields as may be required by federal, state, or local statutes, laws, rules, or regulations. Said licenses, certifications or registrations must be in the name of the subcontractor.

Execution of Contract and Notice to Proceed: The awarded Bidder will be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties and shall include, at a minimum, all provisions of this ITB, and the content of any bid and any presentation provided by the bidder. In the event of any conflict between the provisions of the written Contract, this ITB, and any bid or presentation provided by a bidder, the priority of the documents shall be in the order set forth in this sentence.

Invitation to Bid
Scipio Creek Marina
Dock Repairs
Scope of Work and Specifications

The Scope of Work includes labor, tools, equipment, PPE, materials, transportation, supervision, fees, and paperwork associated with the permits and insurance necessary to complete the work described in general below. All scope-of-work shall be completed in accordance to manufacture specifications, building codes and applicable industry standards.

The scope of this project is to complete repairs to the Scipio Creek Dock.

See Construction Plans in Appendix A.

CONSTRUCTION COSTS
Remove & Replace 3 each of 2 dock boards and 1 joist all .12FT T x 1FT H x 15FT L – side boards bolted to .83FT diameter piles – all bearing on header beams, 15FT long x 1FT high x 0.12FT thick
Remove & Replace 1 each of Dock access ramp, 6FT W x 12FT L section of a precast double tee, that will support electrical and water lines to the northeast dock
Remove & Replace 1 each of .17FT T x 1 FT H x 20FT L PT wood bolted to .83 diameter piles, 20FT long x 1FT wide x .17FT thick
Remove & Replace 424 SF of finger pier covering boards .12FT T x .5FT W x 4FT L, 106FT long x 4FT wide
Pavilion – Replace the Savaria 750 lb. wheelchair lift
Remove & Replace 2 each of .83FT diameter x 30FT L wood pile, 30FT long x .83FT in diameter
BID TOTAL for SCIPIO CREEK DOCK REPAIRS \$

Costs associated with Bonds and Insurance and Erosion Control shall be included in the unit price above.

All damage incurred in the removal or installation of any product shall be the responsibility of the Contractor; they shall pay all costs resulting from such damage.

The removal and installation of all products shall be conducted in strict accordance with all laws, ordinances and building codes.

The Contractor will conduct their operations with a minimum interference of means of ingress and egress.

Material and debris resulting from the existing products shall be removed from the premises as rapidly as possible by the Contractor.

The Contractor shall be fully responsible for any and all damage or injury to property outside of the project limits caused by his work.

The City shall be relieved of any and all responsibility from any and all claims due to such injury or damage, and the Contractor shall defend any action or law, or equity brought by reason thereof.

At the termination of the contract, before acceptance of the work by the City, the Contractor shall remove all

equipment, tools, and supplies from the property. Should the Contractor fail to remove such equipment, tools and supplies, the City shall have the right to remove same and charge the Contractor for storage.

The Contractor shall be responsible for the disposal of all rubbish generated.

Invitation to Bid
Scipio Creek Marina
Dock Repairs
Bidder Information

Failure to complete all fields in all forms, or to provide any additional documentation or information required in the ITB, may result in your BID being rejected as non-responsive.

BIDDER NAME: _____

ADDRESS: _____

TELEPHONE: _____

E-MAIL: _____

Name of Person submitting bid and authorized to bind bidder: _____

Title: _____

Signature: _____

Date: _____

If the Bidder is a Joint Venture, there must be a clear statement that the Vendor is a joint venture; the joint venture has been in effect for a period of not less than two (2) years, and representation to act as to authority to act. If there is no such statement and representation, Bidder will not be evaluated as a Joint Venture and it will be assumed the Contractor shown on the transmittal letterhead will be the prime Contractor with whom the City would contract, with all other Contractors being considered as sub-contractors.

Invitation to Bid
Scipio Creek Marina
Dock Repairs
Drug Free Workplace Certification

The undersigned in accordance with Section 287.087, Florida Statutes hereby certifies that the Firm/Bidder does the following:

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

As the person authorized to sign the statement, I certify that this Firm/bidder complies fully with the above requirements.

Firm/Bidder	Title
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Authorized Signature	Date
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Invitation to Bid
Scipio Creek Marina
Dock Repairs
Subcontractors Form

Bidders must provide a list of any subcontractors they intend to use in the performance of services under this Contract. In the event that a Contractor desires to hire a subcontractor for the performance of services of any particular work order that has not been provided on this form, that Contractor must obtain prior written approval for each such subcontractor.

Bidder Name

Bidders are required to submit subcontractor information, if any, in the spaces below. Attach additional sheets, as necessary. The City of Apalachicola reserves the right to approve/disapprove any proposed subcontractor.

Company Name:
Address:
Contact Name(s):
Phone:
Email:
Description of Work:

Company Name:
Address:
Contact Name(s):
Phone:
Email:
Description of Work:

Authorized Signature

Title

Invitation to Bid

Scipio Creek

Marina Dock

Repairs

Information Sheet for Transactions and Conveyances Corporate Identification

The following information will be provided to the City of Apalachicola for incorporation in legal documents. It is; therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state of federal government.

(Please Circle One)

**Is this a Florida Corporation:
If not a Florida Corporation,**

Yes or No

In what state was it created:
Name as spelled in that State:

What kind of corporation is it:

"For Profit" or "Not for Profit"

Is it in good standing:

Yes or No

**Authorized to transact business
in Florida:**

Yes or No

State of Florida Department of State Certificate of Authority Document #: _____

Does it use a registered fictitious name: Yes or No

Name of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____ City, State, Zip: _____
Street Address: _____ City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

Federal Identification Number: _____

(For all instruments to be recorded, taxpayer's identification is needed)

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed contract.

Title of the individual named above who will sign on behalf of the company:

Invitation to Bid
Scipio Creek Marina
Dock Repairs
SWORN STATEMENT UNDER FLORIDA STATUTE SECTION 287.133 (3) (A)
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by _____ (entity), whose _____ business address is _____, and (if applicable) Federal Employer Identification Number (FEIN) is _____ (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is _____ and my relationship to the entity named above is _____ (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133(1) (g) Florida Statute, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
A predecessor or successor of a person convicted of a public entity crime; or an entity under the control of any natural person who is active in the management of the entity and 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 of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. 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 the state or of the United States with the legal power to enter into a binding contract 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.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

I understand that the submission of this form to the contracting officer for the Public Entity identified in paragraph 4 above is for that Public Entity only, and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the Public Entity prior to entering a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two of any change in the information contained in this form.

Signature

Date

STATE OF FLORIDA

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of _____, 20__, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires: _____

Invitation to Bid
Scipio Creek Marina
Dock Repairs
Debarment

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion**

Contractor Covered Transactions

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

- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

Contractor Name:

By:

Signature

Name and Title

Street Address

City, State, Zip

Date

Invitation to Bid
Scipio Creek Marina
Dock Repairs
44 C.F.R. APPENDIX A, PART 18
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid).

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Required Clauses

Throughout the performance of any work under this Agreement, CONTRACTOR (hereinafter "CONTRACTOR") agrees to abide by the following clauses and requirements:

1. **Equal Employment Opportunity.** During the performance of this Agreement, the CONTRACTOR agrees as follows:
 - a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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, 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. 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.
 - b. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - c. 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 CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. 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.
 - e. 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.
 - f. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement 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 as 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.
 - g. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) 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 that 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.

2. **Compliance with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act.** As required by Federal program legislation:
- a. CONTRACTOR agrees that it shall comply with the *Davis-Bacon Act* (40 USC 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
 - i. In accordance with the statute, CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR shall pay wages not less than once a week. CONTRACTOR agrees that, for any Task Order to which this requirement applies, the Contract is conditioned upon CONTRACTOR's acceptance of the wage determination.
 - b. CONTRACTOR agrees that it shall comply with the *Copeland "Anti-Kickback" Act* (40 USC 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") and are incorporated by reference into this Agreement.
 - i. Contractor. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
 - ii. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12.
3. **Compliance with the Contract Work Hours and Safety Standards Act.**
- a. Overtime requirements. The CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

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

d. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

4. **Rights to Inventions Made Under a Contract or Agreement.** As required by Federal program legislation, CONTRACTOR agrees to comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

5. **Clean Air Act and Federal Water Pollution Control Act.**

As required by Federal program legislation: CONTRACTOR agrees to comply with the following federal requirements:

a. Clean Air Act.

- i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)
- ii. The CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

b. Federal Water Pollution Control Act

- i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. **Suspension and Debarment.**

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required, and will, verify that neither CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The CONTRACTOR will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

c. CONTRACTOR's certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

a. The CONTRACTOR certifies to the CITY that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The required Certification is provided as an addendum to this Agreement.*

b. CONTRACTOR will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the CITY.

8. Procurement of Recovered

Materials. As required by federal program legislation, CONTRACTOR agrees to the following:

a. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. meeting contract performance requirements; or
- iii. at a reasonable price.

b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

9. DHS Seals, Logos, and Flags. The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. Compliance with Federal Law, Regulations, and Executive Orders. The CONTRACTOR acknowledges that FEMA financial assistance will be used to fund the contract only. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. No Obligation by Federal Government. "The Federal Government is not a party to this contract and is not subject to any obligations

or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

12. **Program Fraud and False or Fraudulent Statements or Related Acts.** The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR actions pertaining to this Agreement.

Appendix A

Scipio Creek Marina Dock Repairs