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People Serving People

Purchasing Department • 501 Harrison Avenue, Room 107, Panama City, Florida 32401 • Phone 850-872-3070
www.pcgov.org

INVITATION FOR BIDS
MLK RECREATION CENTER ASBESTOS ABATEMENT AND FLOORING REMOVAL

The City of Panama City will accept sealed bids for the removal and disposal of Asbestos Containing Materials flooring material and other flooring in the MLK Recreation Center, located at 705 East 14th Street, Panama City, Florida at the Purchasing Office until 2:00 p.m., CST, on Thursday, February 20, 2020. Specifications may be obtained at the Purchasing Office, 501 Harrison Avenue, Room 107, Panama City, Florida, telephone 850-872-3070, or our website www.pcgov.org.

Submit bids in person at the Purchasing Department or via U. S. Mail or courier service. Bids must be plainly marked, "**BID No. PC20-012 ~ MLK RECREATION CENTER ASBESTOS ABATEMENT AND FLOORING REMOVAL ~ FEBRUARY 20, 2020**". All bids must be received by 2:00 p.m., CST, on Thursday, February 20, 2020, at which time they will be opened and read aloud. Please review all documents pertaining to this request before submitting requested information.

The City reserves the right to reject any one or all bids, or any part of any bid, to waive any informality in any bid, and to award a contract deemed to be in the best interest of the City.

CITY OF PANAMA CITY
BECKY BARNES
PURCHASING AGENT

I. GENERAL CONDITIONS

- A. The purpose of this bid is to establish a firm, fixed price for the removal and disposal of Asbestos Containing Materials (ACM) flooring material and other flooring at the MLK Recreation Center, located at 705 East 14th Street, in accordance with the purchasing policies of the City of Panama City, Florida. The Contractor must be certified in the removal and disposal of ACM. Please review all documents before submitting the requested information.
- B. Submit bids in person at the Purchasing Department at 501 Harrison Avenue, Room 107, Panama City, Florida 32401, or via U. S. Mail or courier service. Bids must be plainly marked, "**BID NO. PC20-012 ~ MLK RECREATION CENTER ASBESTOS ABATEMENT AND FLOORING REMOVAL ~ FEBRUARY 20, 2020**". Only bids submitted on the Bid Sheet provided with this invitation will be considered responsive. The purchasing staff must receive all bids before 2:00 p.m., CST, on Thursday, February 20, 2020, at which time all bids will be opened and read aloud. Bids received after the stated time will be refused. It is the sole responsibility of the bidder to ensure the bid is received on time. The clock in the Purchasing Office will determine the bid closing time.
- C. Submit one (1) original and one (1) copy of all documents.
- D. Specifications are open to public inspection and may be obtained from the Purchasing Department, 501 Harrison Avenue, Room 107, Panama City, Florida, telephone (850) 872-3070, or our website www.pcgov.org.
- E. The City of Panama City (hereafter referred to as the "City") reserves the right to reject any or all bids, or any part of any bid, to waive any informality in any bid, and to award a contract deemed to be in the best interest of the City.
- F. Bidders shall strictly adhere to all specifications described herein. Should exceptions be taken, the City's representatives will decide if the exceptions are in the best interest of the City and if those exceptions will provide for a quality product.
- G. A pre-bid tour of the building will be held on Wednesday, February 12, 2020. Prospective bidders should meet at MLK Recreation Center, located at 705 East 14th Street, at 9:00 a.m. Bidders will be able to determine the exact square footage, inspect the condition of the materials to be removed, and confirm the amount of contents that will need to be moved in order to remove the flooring.
- H. Direct all questions or inquiries regarding the meaning or interpretation of this bid to Becky Barnes, in writing, at bbarnes@pcgov.org. All written inquiries and responses will be submitted as addenda and posted on the City's website. Interested parties are encouraged to register with "Notify Me" at the City's website to ensure notification of postings. It is the sole responsibility of the bidder to determine if any addenda have been issued.
- I. The Purchasing Department will be the only point of contact for this bid. Contact with other City officials or employees regarding this bid prior to award may result in disqualification.
- J. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- K. 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 at (850) 872-3020; cityclerk@pcgov.org; or, P. O. Box 1880, Panama City, Florida 32402.**
- L. 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, for category two for a period of 36 months from the date of being placed on the convicted vendor list.

II. TERMS OF CONTRACT

- A. The Contractor will have thirty (30) days from notification of award to complete the work.
- B. The City may withhold payment for non-performance if deemed appropriate.
- C. The terms and conditions in these specifications constitute the entire agreement between the City of Panama City and the Contractor. No separate contract or other documents describing terms and conditions of service will be executed by the City.

III. ASBESTOS CONTAINING MATERIALS

- A. The MLK Recreation Center is located at 705 East 14th Street, Panama City, Florida. The location sustained damages as a result of Hurricane Michael on October 10th, 2018. An asbestos survey for friable and non-friable asbestos containing materials (ACM) was performed in October, 2018.
- B. The vinyl asbestos tile (VAT) mastic underneath tested positive for Category 1 Non-Friable ACM. In order to complete necessary repairs, the flooring material must be removed from the location.
- C. The hallways, offices and some other rooms have exposed 12" VAT that contains 3% chrysotile asbestos with black tile mastic that contains 3% chrysotile asbestos.
- D. The black sealant on the metal office windows in the entry foyer contained 3% chrysotile asbestos.
- E. A Florida licensed Abatement Contractor should remove the identified VAT/mastic and metal window black sealant under a Negative Pressure Enclosure (NPE) with containment, wet decon and proper abatement/disposal techniques per OSHA Work Practices and EPA guidelines.

- F. A copy of the Asbestos Survey is available at the City's website, pcgov.org. Quantities, if indicated, are approximate and should not be relied upon. The abatement contractor shall verify all conditions and provide proper removal of all friable and non-friable ACM materials.
- G. The City will be demolishing the buildings shortly after the asbestos abatement is completed. Therefore, the contractor shall determine the level of abatement and reporting required in order for the building to be demolished in the near future.

IV. APPLICABLE STANDARDS AND GUIDELINES

- A. Removal of asbestos containing materials must be performed by an Asbestos Abatement Contractor licensed by the State of Florida, with certified personnel. ACM abatement must comply with the State of Florida Department of Business and Professional Regulation, Chapter 469, licensing and training; Chapter 62-701.520, Waste Disposal Rules; Chapter 62-257, DEP 1999, Asbestos Program and OSHA 29 CFR 1926.1100 (Construction Industry Standard).
- B. The Contractor shall assume full responsibility and liability for compliance with applicable laws, regulations, standards, licensing requirements and patented systems pertaining to asbestos abatement, work practices, hauling, disposal, protection of workers, visitors to the work site, and persons occupying areas adjacent to the work site. The Contractor shall hold harmless and indemnify the City of Panama City, Florida of any liability as a result of patent infringements, failure to comply with applicable standards, and licensing requirements on the part of himself, his employees or his subcontractors.
- C. The Contractor shall have available copies of all applicable codes, regulations, standards, documents and this bid package.
- D. Where conflicts among the requirements or codes, regulations, standards, documents and this specification exist, the most stringent requirement shall be utilized by the Contractor.
- E. NESHAPS requires a ten (10) working day notification to the Florida Department of Environmental Protection (FDEP) Division of Air Management prior to the start date of an asbestos abatement project and ten (10) working day notification prior to demolition.
- F. The Contractor shall be responsible for posting the required notices of the asbestos project signs at the required locations on the buildings. The Contractor shall ensure that the signs remain in place throughout the project.

V. SCOPE OF WORK

- A. Contractor shall coordinate all work with SynergyNDS.
- B. Contractor shall reference the attached asbestos survey.
- C. All ACM flooring is to be removed and disposed of in accordance with FDEP requirements. All other flooring shall also be removed. Approximately 8,000 square feet of flooring is to be removed.
- D. Cove base is to be removed throughout the building.

- E. Contractor is responsible for movement of contents within the location to allow for completion of the work scope.
- F. Contractor shall ensure that all areas are swept clean and free of debris prior to agreement that work scope is complete.

VI. REQUIREMENTS

- A. The Contractor must obtain all permits prior to beginning work.
- B. Copies of all permits must be presented to the City representative prior to work beginning.
- C. Removal of all materials must be in compliance with all city, county, OSHA, EPA and FDEP requirements.
- D. The Contractor will notify the City representative prior to the start of work on the properties.
- E. The Contractor shall furnish all labor, materials, supplies, equipment, devices, or tools needed to perform the required services.
- F. The Contractor is responsible to validate all quantities and units of measurements specific to the scope items above. Information above is intended for general guidance purpose only.
- G. Contractor has the sole responsibility to ensure that all services and materials for bid submittal meet all codes and standards. This includes that all work must be completed in order to meet all codes and standards.
- H. Contractor should also consider method to stock/store materials at the jobsite in a safe and secure manner. SynergyNDS will not be responsible for lost or stolen materials, supplies or equipment from the location.
- I. The Contractor is strongly encouraged to attend the pre-bid tour on Wednesday, February 12, 2020.

VII. INSURANCE REQUIREMENTS

- A. A separate document is provided on the City's website to assist with compliance of the insurance requirements.
- B. Standard Insurance Coverage
 - 1. The Contractor, Subcontractors, vendors, or suppliers shall not begin work under the contract until obtaining all insurance described herein and such insurance has been approved by the City; nor shall the Contractor permit any Subcontractors, vendors, or suppliers to begin work until similar insurance to cover Subcontractors, vendors, or suppliers has been obtained and approved.
 - 2. The minimum insurance coverage and limits required are shown by coverage line below. Failure of the Contractor to identify deficiencies in any insurance provided by subcontractors, vendors, or suppliers shall not relieve subcontractors, vendors, or suppliers from any insurance obligations.

C. Required coverage is as follows:

1. Workers Compensation and Employer's Liability

Workers' compensation insurance providing statutory benefits as required in the state of Florida and employer's liability with limits of not less than:

- \$500,000 E.L. Each Accident
- \$500,000 E.L. Disease - Each Employee
- \$500,000 E.L. Disease - Policy Limit

The policy shall include a waiver of subrogation in favor of the City.

The certificate must clearly identify that coverage applies in the state the Contractor, Subcontractor, Vendor, or Supplier is located and includes coverage for Florida as required by statute.

2. Commercial General Liability Insurance

Written on ISO form CG2010 11/85 or equivalent. The minimum limits of coverage shall be as follows:

- a. \$1,000,000 each occurrence for Bodily Injury and Property Damage
- b. \$2,000,000 General Aggregate
- c. \$2,000,000 Products and Completed Operations
- d. \$1,000,000 Personal and Advertising Injury (with the standard contractual and employee exclusions deleted)
- e. Employees and Volunteers as Additional Insured for both on-going and completed operations
- f. Broad Form Property Damage including underground, explosion and collapse hazards (X, C, U); or no exclusion for Exclusion - Damage to Work Performed by Subcontractors on Your Behalf (CG 22 94 or 22 95)
- g. Primary and Noncontributory Endorsement.
- h. No Demolition Exclusion.
- i. Blanket Contractual Liability
- j. Independent Contractor's Liability
- k. Additional Insured - Owners, Lessees or Contractors - Completed Operations (ISO form CG 20 37)

3. Commercial Auto Liability Insurance

Written on ISO form CA 00 01 or equivalent. The minimum limits of coverage shall be as follows:

- Bodily Injury and Property Damage: \$1,000,000 combined single limit
- Any auto coverage includes Hired Auto Liability and Non-Owned Auto Liability.

D. Other Insurance Requirements

All insurance to be obtained by Contractor, Subcontractor, Vendor, or Supplier under the foregoing provisions shall be written by insurance companies with an A.M. Best rating of an "A-" or better. All liability and automobile insurance shall contain a severability of interest clause *(policy provision clarifying that, except with respect to the coverage limits, the*

insurance applies to each insured as though a separate policy were issued to each; thus, a policy containing such a clause will cover a claim made by one insured against another insured).

E. Certificate of Insurance

Bidders shall provide to the City complete certificates of insurance to meet the above requirements. Policies shall be endorsed to provide the City at least 30 days written notice of reduction, cancellation or intent not to renew coverages as called for above. If insurance is canceled, reduced, non-renewed or otherwise is not in effect to the minimum required coverage, the Successful Bidder must cease work on this bid.

F. Waiver of Subrogation

All insurance coverage maintained by the Contractor and all Subcontractors shall include a waiver of any right of subrogation of the insurers thereunder against the City, employees, insurers, and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy. Contractor and all Subcontractors further waive all claims and all rights of subrogation against the City, employees, insurers and underwriters for loss of, or damage to, Contractor/Subcontractor scope, tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by Contractor/Subcontractor.

VIII. BID PROTESTS

- A. Bidders may challenge the City's decision. Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- B. The formal written protest shall state with particularity the facts and law upon which the protest is based per Florida Statute 120.57(3) (b). A valid protest must 1) come from an actual bidder for the contract, and 2) only those who claim to be the rightful awardee. That is, protest is not valid if filed by a bidder who cannot fully show and substantiate why they would be awarded the contract if their protests were accepted. Filing shall be considered complete when the protest is personally received by the Purchasing Agent, at 501 Harrison Avenue, Room 107, Panama City, Florida 32401.
- C. The Purchasing Agent will review the protest and issue a written decision. If the Bidder disagrees with the decision, the decision may be appealed to the City Manager. The City Manager will hear the protest and issue a written decision. Any decision made by the City Manager regarding the matter will be final.

IX. BIDDER INSTRUCTIONS

- A. Submit bids in person at the Purchasing Department at 501 Harrison Avenue, Room 107, Panama City, Florida 32401, or via U. S. Mail or courier services. Bids must be plainly marked "**BID No. PC 20-012 ~ MLK RECREATION CENTER ASBESTOS ABATEMENT AND FLOORING REMOVAL ~ FEBRUARY 20, 2020**". Only bids submitted on the Bid Sheet provided with this invitation will be considered responsive. The purchasing staff must receive all bids before 2:00 p.m., CST, on Thursday, February 20, 2020, at which time all bids will be

opened and read aloud. Bids received after the stated time will be refused. It is the sole responsibility of the bidder to ensure the bid is received on time. The clock in the Purchasing Office will determine the bid closing time.

- B. Submit one (1) original and one (1) copy of all documents.
- C. The following attachments must be included with your bid. Failure to include these attachments may cause your bid to be disqualified.
 - Completed Crime Entity Form
 - Insurance Certificate
 - Copy of Asbestos Abatement Contractor State of Florida License

Only bids submitted on this Bid Sheet will be accepted.
Return in a sealed envelope, plainly marked,
**“Bid No. PC 20-012 ~ MLK RECREATION CENTER ASBESTOS ABATEMENT AND FLOORING REMOVAL
~ FEBRUARY 20, 2020”**
To: Purchasing Department – 501 Harrison Avenue, Room 107 - Panama City, Florida 32401

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

CONTACT _____ PHONE _____ FAX _____

E-MAIL _____

Pricing

Cost to demo all VCT flooring material, including cove base,
that is not positive for ACM \$ _____

Cost of asbestos abatement and demolition of areas identified
as positive ACM \$ _____

Total Cost \$ _____

Failure to include the following attachments may result in your bid being disqualified:

- Completed Crime Entity Form
- Insurance Certificate
- Copy of Asbestos Abatement Contractor State of Florida License

*I agree to provide the above services at the price, terms,
and conditions indicated, meeting all specifications unless
exceptions are noted.*

BY _____
(SIGNATURE)

TITLE _____

DATE _____

SWORN STATEMENT UNDER SECTION 287.133 (3) (A), FLORIDA STATUTES, 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 to the CITY OF PANAMA CITY by

(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement) whose business address is

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is

If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn Statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, 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 an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt of a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record 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.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

- 1. A predecessor or successor of a person convicted of a public entity crime; or
- 2. 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 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 public entity crime.

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 legal power to enter into a binding contract and which bids or appeals to bid on contracts for the provision of goods and 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.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any 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.

_____ 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officers determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (ATTACH A COPY OF THE FINAL ORDER).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) 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 INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR A CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 2020.

Personally known _____

Or produced identification _____

Notary Public-State of _____

My commission expires _____

(Printed, typed, or stamped commissioned name of notary public.)

Exhibit A

During the performance of this Contract, the Contractor agrees as follows:

A. Standard Provisions

1. The contractor will not discriminate against any employee or applicant for Contractor 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 the 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:
9. 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.

B. Contract Work Hours and Safety Standards Act

1. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 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 (b)(1) of this section.
3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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)(2) of this section.

4. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
5. Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. The Contractor or subcontractor shall make the records required under this paragraph available for inspection, copying, or transcription by authorized representatives of FEMA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job.

C. Clean Air Act

1. 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. § 7401 et seq.
2. The Contractor agrees to report each violation to the City of Panama City and understands and agrees that the City of Panama City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. 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.

D. Federal Water Pollution Control Act

1. 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.
2. The Contractor agrees to report each violation to City of Panama City and understands and agrees that the City of Panama City will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. 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.

E. Debarment and Suspension

1. 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 to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or 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).

2. The Contractor must 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 into.
3. This certification is a material representation of fact relied upon by the City of Panama 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 the remedies available to the Florida Division of Emergency Management and the City of Panama City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. 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 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
4. 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 section 1352, title 31, U.S. Code. 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.

G. Access to Records

1. The Contractor agrees to provide the City of Panama City, the Florida Division of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the

Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

H. DHS Seal, Logo, 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.

I. Compliance with Federal Law, Regulations, and Executive Orders

The Contractor acknowledges that FEMA financial assistance will be used to fund the contract in whole or in part. The Contractor will comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

J. No Obligation by the 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.

K. 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's actions pertaining to this contract.

EXHIBIT B

**Federal Labor Standards Provisions (Non-Davis Bacon)
Federal Emergency Management Agency
(10/27/2015)**

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

A. Compliance with the Copeland "Anti-Kickback" Act.

1. **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 contract.
2. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause in paragraph 1 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.
3. **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.

B. Compliance with the Contract Work Hours and Safety Standards Act. The provisions of this Section B are applicable where the amount of the prime contract exceeds \$100,000.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this Section B the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) 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 (1) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The Municipality 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 (2) of this section.

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

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as FEMA or the Secretary of Labor shall direct as a means of enforcing such provisions.

Exhibit C Drawing

