



**PLANT CITY, FLORIDA**

**INVITATION FOR BIDS**  
**Concrete Sidewalks, Driveways and Curbs**  
**IFB 16-047EN-MS**

**City of Plant City**  
**Procurement Department**  
**302 West Reynolds Street**  
**Plant City, FL 33563**  
**Phone: 813-659-4270**  
**E-mail: [wstorey@plantcitygov.com](mailto:wstorey@plantcitygov.com)**

**CITY OF PLANT CITY  
PLANT CITY, FLORIDA  
Concrete Sidewalks, Driveways and Curbs  
IFB 16-047EN-MS**

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**CITY OF PLANT CITY, FLORIDA**  
**Invitation for Bids**  
**Concrete Sidewalks, Driveways and Curbs**  
**IFB 16-047EN-MS**

**Project Summary**

The City of Plant City Florida, a political subdivision of the State of Florida, seeks bids to furnish all labor, materials, and equipment necessary to install Concrete Sidewalks, Driveways, and Curbs on an as needed basis, as specified in the attached documents. This Invitation for Bids and related documents are open for public inspection online at [BidSync.com](http://BidSync.com), [Demand Star](http://Demand Star) and [www.plantcitygov.com](http://www.plantcitygov.com).

**Submittal Location & Deadline and Bid Opening**

Sealed bids must be delivered to 302 W. Reynolds Street, 3<sup>rd</sup> Floor, Plant City, Florida 33563. The submittal deadline is not later than **2:00 PM on Thursday, August 11, 2016**, after which, the bids will be opened and the names of each bidder and their total price will be announced.

**Questions**

Procurement Manager, Buddy Storey is the **only** staff designated and authorized to answer questions about this bid. Bidders may rely only on written responses or interpretations from the Procurement Manager. Verbal and/or written responses given by other City staff in response to bidder questions shall not be binding on the City. The City will recognize written addenda issued by the Procurement Manager as the only legitimate method of responding to questions about this bid or the project described within this bid.

The deadline to submit questions is **Monday August 1, 2016, at 3:00 PM** All answers will be issued in writing via addendum. Questions shall be submitted in writing to Mr. Storey at [wstorey@plantcitygov.com](mailto:wstorey@plantcitygov.com).

**W. A. "Buddy" Storey, Jr.**  
**Procurement Manager**

## SECTION 1 – BIDDER INSTRUCTIONS

1. Submittal Location & Deadline. Bids must be submitted to the City of Plant City Procurement Department, 302 W. Reynolds Street, 3<sup>rd</sup>. Floor, Plant City, Florida 33563 by **2:00 PM on August 11, 2016**. Bids will be time stamped upon receipt. **Bids submitted by fax, e-mail, or telephone will not be accepted. Late bids shall not be accepted.**
2. Submittal Envelope. Bids shall be submitted in a sealed envelope or box clearly marked "**IFB 16-047EN-MS Concrete Sidewalks, Driveways and Curbs**". Bidder shall write its name on the outside of the envelope.
3. Valid Term. Bids shall be valid for no less than 60 days from the submittal deadline.
4. Rejection. The City reserves the right to reject any or all bids at any time and for any reason. Bids submitted after the deadline shall be rejected. Bids submitted in an unsealed or incorrectly marked envelope or box shall be rejected. Fax, e-mail, or telephone bids shall be rejected. Bids which are incomplete, unbalanced, conditional, obscure, or which contain terms or additions not called for, alterations or irregularities of any kind, or which do not comply with the Contract Documents may be rejected at the at the sole discretion of the City.
5. Response Form. Bids shall be made only on the form included in this packet. Bid forms shall be signed by the owner or other authorized individual.
6. **ITEMS THAT MUST BE INCLUDED WITH BID:**
  - a. **Completed Bid Response Form**
  - b. **Evidence that the bidder is qualified to transact business in the State of Florida.**
  - c. **A copy of bidder's General Contractor's License.**
  - d. **Current "ACORD" insurance certificate with at least \$1,000,000 in coverage per incident including worker's comp certificate or a photocopy of state certificate of exemption from Worker's Compensation.**
  - e. **Bid Bond. A cashier's check or bid bond equal to 5% of the total price for the work proposed must be included with each bid. Checks or bonds must be made payable to "City of Plant City, Florida". The calculation for the bid**

**bond should be based on the total price as indicated on the Bid Response Form.**

- f. Bidder references using forms under Bidder's Qualification and References**
  - g. Completed form "SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES."**
  - h. Completed form "Non-Collusion"**
7. Bid Bond. A cashier's check or bid bond equal to 5% of the amount specified in SECTION 3, SCOPE AND SPECIFICATIONS, sub-section number 27 must be included with each bid. Checks or bonds must be made payable to "City of Plant City, Florida".
8. Number of Copies. Bids shall be submitted in the following formats
- a. Two (2) paper copies of all required forms and documents, **and**;
  - b. One electronic copy of all required forms and documents. (PDF on a CD or Thumb Drive)
9. Completeness. The City may reject bids that are incomplete, conditional, deficient in any way, or which contain unsolicited additions/alterations.
10. Review Documents. Bidders must review all specifications and Contract Documents related to this bid and project. Failure to review all specifications, forms, Contracts, addenda, or other documents shall not relieve a bidder from any obligations contained in this bid or a subsequent Contract with the City.
11. Familiarity with Project Area. Prior to submitting a bid, bidders shall become fully acquainted with the project areas. Please see "Scope of Work" for more detail about the project. Submittal of a bid shall serve as bidder's acknowledgement that they are fully familiar with the service area.
12. Fill-In Required Forms & Seal Envelope. Bidders must accurately and completely fill-in all required bid forms included in this packet. Bidder shall submit all documents listed in this Invitation for Bids. Authorized signatures must be included on forms/documents. Incomplete or missing forms/documents may result in rejection of the bid.
13. Certification. Submittal of a bid shall be deemed as certification that a bidder has fully considered all factors associated with this Invitation for Bids, including any addenda.

14. Project Owner. The City of Plant City, Florida owns this project. The City Manager or designee is the City's authorized representative on this project.
15. Verification of Bidder's Capability. The City will verify Bidder's ability to complete the work specified in this bid. The City may, at its sole discretion, determine Bidder's capacity to perform this contract based on, but not limited to, evaluation of the following:
- a. Comparable prior project experience (particularly ones similar to this project size/scope).
  - b. Financial resources.
  - c. Prior bond history.
  - d. Licensure and certifications.
  - e. Equipment, machinery, and/or facilities.
  - f. Background & references.

Bidders deemed to be unqualified to perform the work may have their bid rejected.

16. Notice of Award. Upon review of the bids and when a determination has been made as to the lowest responsive and responsible bid, the Procurement Manager will issue a Notice of Intent to Award to the selected bidder. This notice shall be posted to the City's website and sent to the recommended bidder with copies to all bidders.

17. Award. The City Commission makes the final decision regarding award or rejection of bids meeting thresholds as set forth in the City Code.

The City may award a Contract based on bid responses received from bidders without further discussion of such bids with the selected bidder. Therefore, bids should be submitted based on the most favorable terms available.

City staff will recommend the lowest responsive and responsible bid to the City Commission. Upon approval by the Commission then a contract will be prepared and executed by the selected bidder and the City. Upon full execution with all required accompanying documents, a Notice to Proceed will be issued.

18. Local Preference. The City has adopted a local preference policy (Section 2-161, Plant City Code). As part of this Invitation for Bids, the local preference policy provides qualifying bidders with an amount not to exceed 1½ percent of the lowest bid, provided that the cost differential from the lowest bid shall

not exceed \$2,500. Non-qualifying bidders will not receive the 1½ percent. A bidder qualifies for a local preference if it meets all of the following:

- a. Paid its applicable City business tax for the current year in which this Invitation for Bids is issued. Bidders that request local preference must include in their submittal packets a copy of the receipt proving payment of the City's business tax.
- b. Obtained a license issued by the State of Florida allowing it to engage in the business of providing the services requested in this Invitation for Bids.
- c. Maintains a physical office located within the city limits of Plant City. The office must be staffed by at least one full-time equivalent employee, and must have been established at least six months before the submittal deadline. Post Office boxes are not verifiable and will not be accepted as proof of a physical office location.
- d. A bidder that does not meet the criteria above will not receive 1½ percent calculated to the bid price submitted.

19. Protest Procedures. Any bidder or proposer who is allegedly aggrieved in connection with the issuance of the Procurement Manager's recommendation and intent to make a competitive award of a contract may protest to the City Manager in accordance with Sec. 2-152. Protest Procedure, of the City's Code.

20. Waiver of Irregularities. The City may waive informalities or irregularities that in the City's opinion do not materially affect a bid.

21. Contract Execution & Bid Bond. The selected bidder must sign and return the Contract, any required bonds or letter of credit, insurance certificates, and all other required documents within fourteen calendar days after the City sends the documents to the selected bidder. Once the City receives the signed Contract and all other required documents back from the selected bidder, then the City's authorized representative will sign the Contract.

Failure to sign and return the Contract and all other required documents within 14 days may result in the City calling the bid bond or cashing the cashier's check submitted by the selected bidder with its proposal; barring the selected bidder from consideration on future projects; or both. The City may then select another bidder to perform the work or provide the goods/services specified in this bid.

22. Notice to Proceed. Following Contract signing by the City, the Procurement

Manager will issue a formal "Notice to Proceed" in writing to the Contractor. The Contractor's bid bond will subsequently be returned along with a formal Notice to Proceed from the City's Project Manager.

If the Contractor begins work before receiving the Notice to Proceed, then the City may stop work on the project, may require the work to be redone at the Contractor's expense and without additional compensation from the City, or both. The City also may revoke the project award and select another bidder to perform the work.

23. Revocation of Award. If the City discovers that the Contractor has misrepresented anything in their bid or that the Contractor – in the City's opinion – is no longer reasonably capable of performing the work as bid, then the City may revoke the award at any time **before** issuing the formal Notice to Proceed. The Interim Procurement Manager will issue the revocation in writing.
24. Bid Interpretations. The City has the right to define and interpret bid terms, specifications, and conditions.
25. Changes or Modifications. The City may at any time make changes within the general scope of the contract in any of the following areas:
  - a. Time of Performance (i.e., hours of the day, days of the week, etc.).
  - b. Location of performance of the services.
  - c. Quantities to be ordered.

The Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed notice to proceed or purchase order issued by the City. If the Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at the Contractor's own risk. The City assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

26. Conditions of Performance. Bidders are required to inform themselves fully of the conditions relating to performance of the work required, including but not restricted to labor and operating conditions under which the work will be or is now being performed; and the successful bidder must apply, so far as possible, such methods and means in carrying out the work that will not cause any interruption or interference with any other work, construction or operation

the Owner has underway.

27. Indefinite Quantity. The quantities of goods and services specified herein are estimates only and are not purchased by the resulting contract. Delivery or performance shall be as authorized by purchase or approved change orders in accordance with the terms of the resulting contract. The City may issue orders requiring delivery to multiple destinations or performance at multiple locations.
28. Price. The original bid prices described in in Company's Bid Form shall be firm for the initial one year term of this agreement. Should Company desire to have the price escalate for any renewal period, Company shall notify City in writing of its request at least 90 days prior to the end of the current term. Any increased price adjustment(s) must be accompanied by written justification attesting that the request is a bona fide cost increase to Company. The base period for any requested adjustment shall be the beginning of the latest period during which an adjustment may have been made. All requests for price adjustment(s) shall be supported by Producer Price Index according to the Bureau of Labor Statistics average for the previous month, under the [Ready-Mix Concrete/Southern Region, Series ID: PCU327320327320C](#). The maximum allowable increase shall not exceed 4%. All price adjustments must be accepted by the City Manager and shall be accomplished by written amendment to this contract at renewal.
29. Contract Documents. The Contract attached hereto is a draft of the Contract required by the City to award the project described in this bid. It is the Bidder's responsibility to review and understand the Contract. If the Bidder requires any modifications or additional terms and conditions to the Contract, the Bidder shall detail the desired changes on a separate page clearly titled "Additional Terms/Modifications". That page then must be attached to the bid response form and submitted as part of the bidder's proposal. **Contract modification requests after the Bidders bid have been submitted shall not be considered.**
30. Payment and Performance Bond. A Payment and Performance Bond shall be required for amounts specified in SECTION 3 – SCOPE OF WORK AND SPECIFICATIONS, sub-section 27. The City shall be responsible for recording the payment and performance bond, which shall occur before a Notice to Proceed is issued to the Contractor. A certified copy of the recorded bond. is required by 255.05, Florida Statutes, the City may not make any payments to the Contractor until the City Clerk receives the certified copy of the recorded bond.

31. Insurance and Bonds. Insurance and bonds specified in this bid document and the Contract shall conform to and shall be insured by companies meeting the criteria outlined below and within the contract document in Section 8 - Exhibits.

- a. Insurance and bonds shall be countersigned by an agent licensed to do business in the State of Florida.
- b. Surety must be permitted to do business in the State of Florida and shall have been in business and have a record of successful, continuous operation for at least five years.
- c. The surety shall have at least the following minimum rating as listed in Best's Financial Rating:
  - i. Financial Strength Rating of "A".

32. Sworn Statement on Public Entity Crimes. A person or affiliate as defined in Section 287.133, Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a Contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 \$25,000 for a period of 36 months following the date of being placed on the convicted vendor list.

Bidders must fill out and sign the form titled "SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES." Failure to do so may disqualify the bid.

33. Other Forms & Documents. Bidders are responsible for reviewing and understanding all plans, photos, specifications, forms or other documents associated with the project described in this bid. Submittal of a bid shall serve as bidder's acknowledgement that it has reviewed and understood all such documents.

34. Indemnification. Section 1-16, Plant City Code, prohibits the City from indemnifying other parties to an agreement. Therefore, the City cannot indemnify bidders.

35. All-Inclusive Cost. The bid shall include all expenses necessary to complete the project or provide the services described in this Invitation for Bids. If

selected by the City, the Bidder must pay applicable sales tax on any goods or services it purchases. The City is exempt from paying federal and state taxes, including sales tax. The City's sales tax exemption is not assignable and cannot be applied toward items the Contractor purchases, regardless of whether Contractor transfers those items to the City.

36. Bid Preparation & Submittal Expenses. The City shall not be responsible for any expense incurred by a bidder in reviewing, evaluating, preparing, or submitting a bid. Bidders are solely responsible for the entire expense of responding to this bid.
37. Legal Requirements. Bidders are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being solicited in this bid. A bidder's lack of knowledge shall in no way be a cause for relief from responsibility, nor shall it constitute a cognizable defense against the legal effects thereof.

Submittal of a bid shall constitute the bidder's affirmation that they are familiar with and shall comply with all federal, state, and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services. No plea of misunderstanding shall be considered on account of the bidder's ignorance thereof. If a bidder believes provisions in the bid documents are contrary to or inconsistent with any law, ordinance, or regulation, then the Bidder shall promptly report those provisions in writing to the City.

38. Public Records. Bidders understand that Florida has a broad public records law, and that documents in the possession of the City can only be maintained confidential to the extent allowed under the Florida Public Records Act, Florida Statute 119.
39. Cooperative Procurement Agreement. The City of Plant City is a member of the Government Procurement Council of Hillsborough County in accordance with Chapter 69-1119, Laws of Florida. It is hereby made a part of this Invitation to Bid that the submission of any bid in response to this request shall constitute a bid made under the same conditions for the Contract price as this bid to all public entities in Hillsborough County.

The Procurement Departments of each of the following agencies represented will place their own orders as needs and availability of funds dictate:

## GPC LISTING

### **City of Tampa**

Procurement Department  
Tampa Municipal Office Building,  
2<sup>nd</sup> Floor  
306 E. Jackson St.  
Tampa, FL 33602

### **Hillsborough Community College**

39 Columbia Drive  
Tampa, FL 33606  
813-253-7060 – Telephone  
813-253-7561 – Fax  
vmelchoir@hcc.fl.us

### **Tampa Sports Authority**

4201 N. Dale Mabry Highway  
Tampa, FL 33607  
813-673-4300 – Telephone  
813-673-4312 – Fax  
jhaugabrook@tamportsauthority.com

### **City of Temple Terrace**

P.O. Box 16930  
Temple Terrace, FL 33687  
813-506-6420 – Telephone  
813-989-7185 – Fax

### **Hillsborough County Board of County Commissioners**

601 E. Kennedy Blvd., 18th Floor  
P. O. Box 1110,  
Tampa, FL 33601-1110  
Phone: (813) 272-5790  
FAX: (813) 272-6290  
www.hillsboroughcounty.org

### **Tax Collector**

601 E. Kennedy Blvd., 14th Floor  
Tampa, FL 33602  
Phone: (813) 307-6222  
FAX: (813) 307-6521  
www.hillstax.org

### **Clerk of Circuit Court**

601 E. Kennedy Blvd.-13th Floor  
P.O. Box 1110  
Tampa, FL 33601  
Phone: (813) 276-8100 Ext.7721  
FAX: (813) 272-5521  
www.hillsclerk.com

### **Hillsborough Co. Sheriff's Office**

P.O. Box 3371  
Tampa, FL 33601  
813-247-8033 – Telephone  
813-247-8246 – Fax  
Jshillady@hcsco.tampa.fl.us

### **The Children's Board of Hills. County**

1002 E. Palm Avenue  
Tampa, FL 33605  
Phone: (813) 229-2884  
FAX: (813) 228-8122  
www.childrensboard.org

### **Tampa-Hillsborough County Expressway Authority**

1104 East Twiggs St. Suite #300  
Tampa, Florida 33602  
813-272-6740 – Telephone  
813-276-2492 – Fax  
Nancy@tampa-xway.com

### **State Attorney's Office**

Tampa, FL 33602  
813-272-5400 – Telephone  
813-272-7014 – Fax  
Ober\_M@SAO13th.com

### **University of South Florida**

Procurement Services  
3702 Spectrum Blvd. UTC135-P  
Tampa, FL 33612  
813-974-2481 – Telephone  
813-974-5362 – Fax  
gcotter@admin.usf.edu

### **Hillsborough Area Regional Transit Authority**

4305 E. 21<sup>st</sup> Street  
Tampa, FL 33605  
813-623-5835 – Telephone  
813-664-1119 – Fax

### **Tampa Port Authority**

P.O. Box 2192  
Tampa, FL 33601  
813-905-5164 – Telephone  
813-905-5109 – Fax

### **Housing Authority of Plant City**

1306 Larrick Ln.  
Plant City, FL 33563  
813-752-0569

### **Hillsborough Co. Aviation Authority**

P. O. Box 22287  
Tampa International Airport  
Tampa, FL 33622-2287  
Phone: (813) 870-8730  
FAX: (813) 875-6670  
www.tampaairport.com

### **Supervisor of Elections**

601 E. Kennedy Blvd., 16th Floor  
Tampa, FL 33602  
Phone: (813) 276-8274  
FAX: (813) 272-7043  
www.votehillsborough.org

### **Property Appraiser**

601 E. Kennedy Blvd., 16th Floor  
Tampa, FL 33602  
Phone: (813) 272-6100  
FAX: (813) 272-5519  
www.hcpafll.org

### **Hillsborough County School Board**

P. O. Box 3408  
Tampa, FL 33601-3408  
Phone: (813) 272-4329  
FAX: (813) 272-4007

### **City of Tampa Housing Auth.**

1614 Union Street  
Tampa, FL 33607  
813-253-0551 – Telephone  
813-4522 – Fax  
irenew@thafll.com

### **Tampa Palms Community Dev. Dist.**

16311 Tampa Palms Blvd W  
Tampa, FL 33647  
Phone: (813) 977-3933  
Fax: (813) 977-6571  
www.tpoa.net

**SECTION 2 – BID RESPONSE AND FORMS**

**Pursuant to and in compliance with your Invitation to Bid, Instruction to Bidders, the fixed Price Construction Contract between Owner and Contractor, Special Conditions and other documents related thereto, the undersigned does hereby propose to furnish all labor, materials and other equipment necessary to complete the work as specified herein. All work is to be performed in accordance with the City of Plant City Standards, complete and ready to use; as required by and in strict accordance with the contract documents, specifications, drawings and all addenda, if any issued prior to the date of this proposal at the prices listed herein as follows:**

Item #	FDOT SPEC #	UOM	Approx Qty	DESCRIPTION	Unit Price In Figures	Total Amount
PC-01	102-2.3	CY	50	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	\$	\$
PC-02	104-6.4.9	SY	80	ARTIFICIAL COVERINGS/ROLLED EROSION CONTROL	\$	\$
PC-03	104-6.4.6	LF	3,000	SEDIMENT BARRIER - STAKED SILT FENCE	\$	\$
PC-04	104-6.4.8	EA	10	INLET PROTECTION SYSTEM	\$	\$
PC-05	110-6	LS		REMOVAL OF EXISTING STRUCTURE	\$	\$
PC-06	110-7	SY	50	REMOVAL OF EXISTING CONCRETE PAVEMENT	\$	\$
PC-07	120-2.2.1	CY	100	REGULAR EXCAVATION	\$	\$
PC-08	120-2.2.2	CY	300	BORROW EXCAVATION (TRUCK MEASURE)	\$	\$
PC-09	425	EA	3	STRUCTURE BOTTOM TYPE J	\$	\$
PC-10	425	EA	3	STRUCTURE BOTTOM TYPE P	\$	\$
PC-11	425	EA	3	CURB INLET TYPE 1	\$	\$
PC-12	425	EA	3	CURB INLET TYPE 2	\$	\$
PC-13	425	EA	3	CURB INLET TYPE 3	\$	\$
PC-14	425	EA	3	CURB INLET TYPE 4	\$	\$
PC-15	425	EA	3	CURB INLET TYPE 5	\$	\$
PC-16	425	EA	3	CURB INLET TYPE 6	\$	\$
PC-17	425	EA	1	CURB INLET TYPE 7	\$	\$
PC-18	425	EA	1	CURB INLET TYPE 8	\$	\$
PC-19	425	EA	5	INLET (DITCH BOTTOM TYPE C)	\$	\$
PC-20	425	EA	3	INLET (DITCH BOTTOM TYPE D)	\$	\$

PC-21	425	EA	3	INLET (DITCH BOTTOM TYPE H)	\$	\$
PC-22	425	EA	20	INLET (CLOSED FLUME)	\$	\$
PC-23	430	LF	200	PIPE CULVERT (RCP) (ROUND) (SIDE DRAIN) (15")	\$	\$
PC-24	430	LF	200	PIPE CULVERT (RCP) (ROUND) (SIDE DRAIN) (18")	\$	\$
PC-25	430	LF	200	PIPE CULVERT (RCP) (ROUND) (SIDE DRAIN) (24")	\$	\$
PC-26	430	LF	100	PIPE CULVERT (RCP)(ROUND) (SIDE DRAIN) (30")	\$	\$
PC-27	430	LF	100	PIPE CULVERT (RCP)(ROUND) (SIDE DRAIN) (36")	\$	\$
PC-28	430	LF	200	PIPE CULVERT (RCP) (ELLIP/ARCH) (SIDE DRAIN) (15" EQ.)	\$	\$
PC-29	430	LF	200	PIPE CULVERT (RCP) (ELLIP/ARCH) (SIDE DRAIN) (18" EQ.)	\$	\$
PC-30	430	LF	200	PIPE CULVERT (RCP) (ELLIP/ARCH) (SIDE DRAIN) (24" EQ.)	\$	\$
PC-31	430	LF	100	PIPE CULVERT (RCP) (ELLIP/ARCH) (SIDE DRAIN) (30" EQ.)	\$	\$
PC-32	430	LF	100	PIPE CULVERT (RCP) (ELLIP/ARCH) (SIDE DRAIN) (36" EQ.)	\$	\$
PC-33	430	LF	200	PIPE CULVERT (HDPE) (ROUND) (SIDE DRAIN) (15")	\$	\$
PC-34	430	LF	200	PIPE CULVERT (HDPE) (ROUND) (SIDE DRAIN) (18")	\$	\$
PC-35	430	LF	200	PIPE CULVERT (HDPE) (ROUND) (SIDE DRAIN) (24")	\$	\$
PC-36	430	LF	100	PIPE CULVERT (HDPE)(ROUND) (SIDE DRAIN) (30")	\$	\$
PC-37	430	LF	100	PIPE CULVERT (HDPE)(ROUND) (SIDE DRAIN) (36")	\$	\$
PC-38	430	EA	6	MITERED END SECTION (ROUND) (SIDE DRAIN) (15")	\$	\$
PC-39	430	EA	12	MITERED END SECTION (ROUND) (SIDE DRAIN) (18")	\$	\$
PC-40	430	EA	12	MITERED END SECTION (ROUND) (SIDE DRAIN) (24")	\$	\$
PC-41	430	EA	3	MITERED END SECTION (ROUND) (SIDE DRAIN) (30")	\$	\$
PC-42	430	EA	3	MITERED END SECTION (ROUND) (SIDE DRAIN) (36")	\$	\$
PC-43	430	EA	6	MITERED END SECTION (ELLIP/ARCH) (SIDE DRAIN) (15"	\$	\$
PC-44	430	EA	12	MITERED END SECTION (ELLIP/ARCH) (SIDE DRAIN) (18"	\$	\$
PC-45	430	EA	12	MITERED END SECTION (ELLIP/ARCH) (SIDE DRAIN) (24"	\$	\$
PC-46	430	EA	3	MITERED END SECTION (ELLIP/ARCH) (SIDE DRAIN) (30"	\$	\$
PC-47	430	EA	3	MITERED END SECTION (ELLIP/ARCH) (SIDE DRAIN) (36"	\$	\$
PC-48		LF	300	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	\$	\$
PC-49		LF	100	PEDESTRIAN / BICYCLE RAILING, GAL. STEEL, 42", TYPE I	\$	\$
PC-50		LF	100	PEDESTRIAN / BICYCLE RAILING, GAL. STEEL, 54", TYPE I	\$	\$

PC-51		LF	300	PEDESTRIAN / BICYCLE RAILING, ALUMINUM, 42", TYPE I	\$	\$
PC-52		LF	300	PEDESTRIAN / BICYCLE RAILING, ALUMINUM, 54", TYPE I	\$	\$
PC-53	520	LF	3,000	CONCRETE CURB AND GUTTER, TYPE F	\$	\$
PC-54	520	LF	100	CONCRETE CURB AND GUTTER, TYPE E	\$	\$
PC-55	520	LF	200	CONCRETE CURB, TYPE D	\$	\$
PC-56	522	SY	500	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	\$	\$
PC-57	522	SY	12,000	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	\$	\$
PC-58		EA	100	GRINDING OF EXISTING CONCRETE SIDEWALK	\$	\$
PC-59	524	SY	200	CONCRETE DITCH PAVEMENT: NON-REINFORCED (3")	\$	\$
PC-60	527	SF	200	DETECTABLE WARNINGS – ADA MAT	\$	\$
PC-61	530-2.1.3.2	TN	500	RIP RAP – RUBBLE (DITCH LINING)	\$	\$
PC-62	550	LF	100	FENCING (TYPE A) (0.0 TO 5.0' HEIGHT) (STANDARD)	\$	\$
PC-63	550	LF	100	FENCING (TYPE A) (0.0 TO 5.0' HEIGHT) (RESET EXISTING)	\$	\$
PC-64	550	LF	200	FENCING (TYPE B) (0.0 TO 5.0' HEIGHT) (STANDARD)	\$	\$
PC-65	550	LF	200	FENCING (TYPE B) (0.0 TO 5.0' HEIGHT) (RESET EXISTING)	\$	\$
PC-66	550	LF	200	FENCING (TYPE B) (5.1' TO 6.0' HEIGHT) (STANDARD)	\$	\$
PC-67	550	LF	200	FENCING (TYPE B) (5.1' TO 6.0' HEIGHT) (RESET EXISTING)	\$	\$
PC-68	550	EA	5	FENCING (TYPE B) (5.1' TO 6.0' HEIGHT) GATE		
PC-69	550	EA	5	FENCING (TYPE B) (5.1' TO 6.0' HEIGHT) GATE (RESET		
PC-70	570	SY	6,000	PERFORMANCE TURF (SOD) (BAHIA)	\$	\$
PC-71	570	SY	500	PERFORMANCE TURF (SOD) (ST. AUGUSTINE)	\$	\$
PC-72	101	LS		MOBILIZATION	\$	\$ N/A
PC-73	102	LS		MAINTENANCE OF TRAFFIC	\$	\$ N/A
PC-74	110	LS		CLEARING AND GRUBBING	\$	\$ N/A
For these line items see Section 3: Scope of Work and Specifications No. 28 "Concrete Slab on Grade"		SY	12'x14'	4" SLAB ON GRADE WITH 3000 psi CONCRETE	\$	\$
		SY	12'x14'	4" SLAB ON GRADE WITH 2500 psi CONCRETE	\$	\$
		SY	12'x14'	6" SLAB ON GRADE WITH 3000 psi CONCRETE	\$	\$
		SY	12'x14'	6" SLAB ON GRADE WITH 2500 psi CONCRETE	\$	\$
Total Bid						\$

**Total Price in Words:**

\_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_

**Printed name:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

---

**THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:**

Bidder Name: \_\_\_\_\_

NOTE: BIDDER NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID/PROPOSAL.

TIN#: \_\_\_\_\_ D-U-N-S® # \_\_\_\_\_

\_\_\_\_\_  
(Street No. or P.O. Box Number) (Street Name) (City)

\_\_\_\_\_  
(County) (State) (Zip Code)

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

<u>EMERGENCY CONTACT</u>	
Emergency Contact Person:	_____
Telephone Number:	_____ Cell Phone Number: _____

**ACKNOWLEDGEMENT OF ADDENDA**

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

## BIDDER'S QUALIFICATIONS AND REFERENCES

Bidder shall identify experience as the general Contractor of record in the construction or modification of 3 similar projects completed during the previous 10 years in Florida. If firm is less than 3 years in existence, references could include similar projects performed by the principal(s) of the firm within the last 3 years.

<b>Reference #1</b>			
Organization Name:			
Location (City, State):			
Contact Name:			
Telephone:		Date Service Began:	
Email:		Date Service Ended:	
Description of Service:			
<b>Reference #2</b>			
Organization Name:			
Location (City, State):			
Contact Name:			
Telephone:		Date Service Began:	
Email:		Date Service Ended:	
Description of Service:			
<b>Reference #3</b>			
Organization Name:			
Location (City, State):			
Contact Name:			
Telephone:		Date Service Began:	
Email:		Date Service Ended:	
Description of Service:			

## **BID BOND**

1. KNOW ALL PERSONS that we, \_\_\_\_\_ as **Principal, and \_\_\_\_\_ as Surety, are held and** firmly bound unto the City of Plant City, Florida (hereafter called the ("Owner")) in the penal sum of \_\_\_\_\_dollars (\$ ), (5%of the Total Base Bid) as hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, our executors, administrators, successors and assigns, jointly and severally, by these presents;

2. The Principal has submitted a proposal to the Owner for the project known as the \_\_\_\_\_.

3. The condition of this obligation is such that if the Owner shall accept the proposal of the Principal, and

(a) the Principal shall execute such contract documents, if any, as may be required by the terms of the bid and give such Contractor's bond or bonds for the performance of the contract and for the prompt payment of labor and material furnished for the project as may be specified in the proposal or

(b) in the event of the failure of the Principal to execute such contract documents, if any, and give such Contractor's bond or bonds, if the Principal shall pay to the Owner the difference, not to exceed the penal sum hereof between the amount specified in the proposal and such larger amount for which the Owner may in good faith contract with another party to complete the project, then this obligation shall be void, otherwise to remain in full force and effect.

4. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

5. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the county and state in which the Project is located.

6. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

7. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
*Principal* (Seal)

ATTEST: \_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_  
*Secretary* \_\_\_\_\_  
*Title* \_\_\_\_\_  
*Surety* (Seal)

ATTEST: \_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_  
*Secretary* \_\_\_\_\_  
*Title* \_\_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, 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.

1. This sworn statement is submitted with Bid, Proposal, or Contract No. \_\_\_\_\_  
for \_\_\_\_\_  
[print name of the public entity]

2. This sworn statement is submitted 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: \_\_\_\_\_.)

3. 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 in Florida or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or Contract for goods or services to be provided to any public entity or an agency or political subdivision involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" 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 record relating to charges brought by indictment of information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. 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

- b. 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.
  - c. 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.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Check the one statement that applies.]

\_\_\_\_\_Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Bidder or Vendor (Bidder) or any affiliate of the Bidder or Vendor (Bidder) has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies):

\_\_\_\_\_There has been a proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings. The Final Order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. [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 determined that it was in the 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).

\_\_\_\_\_  
[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 in the space

[Name]

provided above on this day of \_\_\_\_\_, 20\_\_.

Notary Public

My commission expires \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER  
(SUBMITTAL PAGE)**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_,  
being first duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Title)

My Commission Expires: \_\_\_\_\_

**PAYMENT AND PERFORMANCE BOND**  
**Surety's Bond No. \_\_\_\_\_**  
**City's Contract No. \_\_\_\_\_**

Contractor (Principal):

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone (      ) \_\_\_\_\_

Surety:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone (      ) \_\_\_\_\_

Owner:

City of Plant City, Florida  
302 West Reynolds Street  
Plant City, FL 33563  
(813) 659-4200

BY THIS BOND, We \_\_\_\_\_,  
as Principal and \_\_\_\_\_, a Corporation,  
as Surety, are bound to the City of Plant City, Florida, a Florida Municipal Corporation, herein  
called Owner, in the sum of \$\_\_\_\_\_ for payment of which we bind  
ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, 20\_\_\_\_, between Principal  
and Owner for construction of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, the contract being made a part of this bond by reference, at  
the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida

Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses and damages, including, but not limited to, delay damages, and all expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

_____	By: _____	_____
Print name: _____		Name of Principal
_____	Title: _____	
Print name: _____		
_____		_____
Print name: _____		Name of Surety
_____	By: _____	
Print name: _____		Attorney-in-fact*

\*(As Attorney in Fact) attach Power of Attorney and Current Certificate with Original Signature

### **SECTION 3 – SCOPE OF WORK AND SPECIFICATIONS**

Plant City has identified numerous sidewalk construction projects throughout the City. All projects must be constructed in conformance with all current editions of: Americans with Disabilities Act (ADA); Florida Department of Transportation Standard Specifications for Road and Bridge Construction; the Florida Department of Transportation Roadway and Traffic Design Standards; and the Manual of Uniform Traffic Control Devices - all current editions.

The City's funding source for each project will vary based on how each project is identified: Sidewalk Projects, Street Repair Projects, ADA Intersection Improvements, Facility Improvements, or Park ADA Improvements.

In order to complete the identified projects within the Fiscal Year, it may be necessary for several projects to be under construction simultaneously: each project will require a separate qualified superintendent on site — at all times. The quote submittal will request a construction start date and estimate of construction duration. If it is determined to be in the best interests of the City, a project may be awarded based on the construction schedule information supplied by the Contractor.

Each project will require the Maintenance of Traffic to be provided by the selected Contractor.

Note: For projects not adjacent to traffic areas, such as within parks, MOT may not be required.

1. The Contractor shall provide all services to properly complete the work described in the Bid Documents, including but not limited to all labor, materials, supervision, equipment, tools, transportation and supplies. The Contractor is required to have a qualified superintendent on the job site at all times. If multiple jobs are under construction concurrently, each job is required to have a qualified superintendent on site. If the City determines that a job site is not being adequately supervised; a deficiency letter will be issued to the Contractor.
2. Except as amended in the Bid Documents or otherwise directed by the Project Manager, all work shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction; the Florida Department of Transportation Roadway and Traffic Design Standards; and the Manual of Uniform Traffic Control Devices, current editions.
3. No work shall be performed under the provisions of this bid on any properties outside the limits of the project area without prior written permission of the lawful affected landowner.

Any such permission shall be obtained by the Contractor and shall identify the provisions

under which such work is to be performed and written permission obtained shall be provided to the Project Manager prior to the associated work being performed. The Contractor shall not be compensated for any work outside the project area and shall hold the City harmless for all liabilities associated with said work outside the project area.

4. Upon execution of the bid, the City reserves the right to conduct an audit of the Contractor's records pertaining to the project. The City or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter. The City may also require submittal of the records from the contractor, the subcontractor, or both as the City deems necessary, records include all books of account, supporting documents, and papers pertaining to the cost of performance of the project work.
5. DEFINITIONS: The definitions as stated in Section 1-3 of the FDOT Specifications are modified as follows:
  - a. The Department or FDOT: Reference is to the City as the owner of the project.
  - b. Inspector: The person designated as an agent or representative of the City to perform construction inspection.
  - c. The Engineer: This term has the same meaning as "Plant City Project Manager" as defined in the bid documents.
  - d. State Road: Any public roadway.
  - e. The Department's Acceptance Tests: Tests adopted by the City.
  - f. The District and/or Central Labs: The Contractor's Testing subcontractor, as authorized by the City.
  - g. Hierarchy: The order of authority within the City Engineering Department as it relates to work under this contract —  
First (Highest): Plant City City Engineer or Assistant City Engineer  
Second: Plant City Superintendent of Stormwater Streets & Traffic  
Third: Plant City Project Manager  
Fourth: Plant City Inspector
6. FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
  - a. The current Division II Construction Details and Division III Materials in the FDOT Standard Specifications for Road and Bridge Construction, including all revisions current at the time of the bid, shall apply to this project except as modified by Special Provisions or Technical Specifications attached to Bid Documents.
  - b. If any conflicts exist between the specifications prescribed in the Bid Documents, the more

stringent requirement shall apply.

#### 7. FDOT DESIGN STANDARDS

- a. The current Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System shall apply to this project.

#### 8. PROJECT QUOTES AND WORK ORDERS

- a. This annual bid includes construction of concrete sidewalks, driveways, and curbs for multiple project work orders at various locations throughout Plant City according to the requirements of the Bid Documents. The project work order locations may be anywhere within Plant City.

- b. The City will provide a scope for each project to the two Contractors. The scope will identify any out-of-scope work that is required on the project. The two Contractors will finalize their quotes based on unit prices including site specific costs that do not have established unit prices. These site specific costs are: (1) Clearing and Grubbing, (2) Maintenance of Traffic, and (3) Mobilization. The Contractors will also include pricing for any out-of-scope work in their final estimates. The Contractors final quotes will be provided to the City within the timeframe identified by the City Project Manager. When the low final quote is determined, a work order will be issued and notice to proceed given to the Contractor. The Contractor will supply a proposed start construction date and construction schedule within seven calendar days of receipt of notice to proceed. Payment for each project will be based on actual quantities used and unit prices from the bid, as approved by the City.

- c. The approved quote amount on any individual work order shall be the maximum compensation payable to the Contractor for that work order. The work order price may only be changed for altered quantities authorized by the City. If the Contractor desires to make a claim for a change in quantity or schedule of an authorized work order, any such claim shall be submitted to the City Project Manager in writing within three (3) working days of the occurrence of the event giving rise to the claim.

9. PROJECT SCHEDULES: For certain projects the City will require that the two Contractors submit with their bids the following information: (a) start construction date; (b) estimate of construction duration. If it is determined to be in the best interests of the City, a project may be awarded based on the construction schedule information supplied by the Contractor. The regular office working hours for Plant City are Monday —Friday, 8:00 AM to 5:00 PM. Permission to work outside of the regular work hours must be requested a minimum of 2 working days in advance from the City Project Management Section. Permission to work on

City holidays must be requested a minimum of 2 working days in advance from the City Project Management Section.

10. OUT OF SCOPE WORK: When preparing a work order quote, if it is known or reasonably anticipated that there are necessary items of construction that are not included on the price sheets of the bid or, during the course of executing a work order, the Contractor determines there are necessary items of construction that are not included on the price sheets of the bid, then the Contractor should submit an "out of scope" proposal to the Project Manager. The "out of scope" proposal shall contain all necessary costs, expenses and time; the City shall not be obligated in any event for payment over the amounts identified in the proposal. The "out of scope" services shall not be greater than fifteen-percent (15%) of the "in-scope" services. Upon approval by the Project Manager, a request will be made to the Procurement Division for an out of scope purchase order. The Contractor shall not commence any "out of scope" work until the purchase order for the "out of scope" work is authorized by the Procurement Division.

#### 11. TESTING AND INSPECTIONS

- a. The Contractor is responsible for all required testing on the project except when the Bid Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction specifically require any Work to be inspected or tested by someone other than the Contractor. For these inspections and testing, the Contractor shall give the City 48-hours' notice to prepare for the required inspections or testing.
- b. For all required inspections, tests and approvals on any Work prepared, performed or assembled away from the site, the Contractor will furnish the Project Manager with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material (ASTM) or such other applicable organizations as may be required by law or the Bid Documents.
- c. Material or Work in place that fail to pass acceptability tests shall be removed and reconstructed according to the bid requirements at the Contractor's expense.
- d. No work shall be performed, nor materials used, without supervision and/or inspections by a representative of the City. The City representative shall have the authority to test and reject any materials and suspend the subject work at any time.

**EMERGENCIES:** In the event of an emergency, the Contractor shall immediately notify the City.

12. SUSPENSION OR STOPPING WORK BY THE CONTRACTOR: The Contractor shall

not stop work on any project work order without the written approval of the City's Project Manager.

### 13. MAINTENANCE OF TRAFFIC

- a. The terms Traffic Control Plan (TCP) and Maintenance of Traffic Plan (MOT Plan) are intended to be synonymous. The term Maintenance of Traffic (MOT) is the function presented in the TCP.
- b. The Contractor shall provide, install and maintain traffic devices for any assigned work according to the FDOT Design Standards Index 600 series, latest edition, and applicable laws and ordinances. The traffic control shall provide a safe work zone and safe flow of traffic in and through the project site. Contractor shall submit the prepared MOT Plan by an FDOT Advanced Certified individual.
- c. Price for MOT shall be based on individual projects and will be estimated and inserted into the final quote by the Contractor.

### 14. CLEARING AND GRUBBING

- a. The limits of Clearing and Grubbing will be pre-determined by the City Project Manager. The Contractor(s) will base their costs for Clearing and Grubbing on the pre-determined limits.
- b. Price for Clearing and Grubbing shall be based on individual projects and will be estimated and inserted into the final quote by the Contractor
- c. When the Contractor is estimating costs for Clearing and Grubbing, it is to be assumed that existing embankment material will be re-used when backfilling trench. If it is determined that existing embankment is unsuitable material, Contractor will be paid via appropriate pay items for removal of excavation and for importation of fill material.
- d. The City reserves the right to use the City's Annual Bid Tree Trimming Contractor in lieu of Clearing and Grubbing supplied by the Sidewalk Contractor.

### 15. SURVEY

- a. The Contractor will provide any construction layout services necessary to construct a project under this contract.
- b. The Contractor will provide any "as-built" surveys necessary after construction is completed.

16. EMERGENCIES: In the event of an emergency, the Contractor shall immediately notify the City.

17. SUSPENSION OR STOPPING WORK BY THE CONTRACTOR: The Contractor shall not stop work on any project work order without the written approval of the City's Project Manager.

18. UTILITY COORDINATION: The Contractor shall be responsible for "Sunshine One Call" for all locations incorporated into the work orders.

19. MATERIALS

- a. The Contractor shall provide copies of all delivery tickets, or invoices, for all materials and equipment to be used for the project to the City immediately upon delivery or as soon thereafter as is practical.
- b. Arrangements for storage areas for materials and equipment shall be the responsibility of the Contractor. Before mobilizing or storing any materials or equipment, the Contractor shall identify the areas to be used for storage in writing to the City. If property other than City right-of-way is proposed for storage, the Contractor shall provide the City a copy of the written approval or agreement from the property owner before mobilizing or storing any materials or equipment on said property.
- c. RCP pipe shall be in accordance with Division III Materials in the FDOT Standard Specifications for Road and Bridge Construction and Class III pipe.
- d. HDPE pipe shall be in accordance with Division III Materials in the FDOT Standard Specifications for Road and Bridge Construction and Class I pipe.

20. WORKSITE VISIBILITY: No work shall be performed when the visibility is less than two (2) times the Stopping Sight Distance for the highest regulatory posted speed through the project area as defined in the FDOT Manual of Uniform Standards for Design, Construction and Maintenance for Streets and Highways. Visibility distance shall be measured in all directions of travel and at locations and directed by the City. Project time extensions for substandard visibility shall be assessed according to FDOT Standard Specification Section 8-7.3.2.

21. HISTORICAL AND ARCHAEOLOGICAL: If historical or archaeological artifacts are discovered at any time on the project site, the Contractor must notify the City, the Water Management District, the Florida Department of State and the Division of Historical Resources. The Contractor shall follow any rules or requests from agencies with jurisdiction. If required to stop work, delay work or perform extra work in the affected area, delays and additional costs will be considered an unforeseen difficulty according to Section 9-2 of the FDOT Standard Specifications.

22. CONTAMINATION: Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the Contractor to stop the leak. The Contractor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24-hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the City.

## 23. SAFETY

The Contractor is responsible for providing for the safety of all Contractor's or subcontractors personnel working in the Project Area. The Contractor is required to comply with Florida Statute (F.S.), Chapter 556, Underground Facility Damage Prevention and Safety Act. The Contractor is responsible for contacting Sunshine State One-Call of Florida, Inc., at 811 or [www.callsunshine.com](http://www.callsunshine.com), no less than two (2) business days (48 hours) and no more than 5 business days before beginning any excavation, the **Contractor provide notification according to the procedures of the F.S. Chapter 556.**

The Contractor shall also comply with the Trench Safety Act when installing pipe or other items in excess of 5 feet deep according to F.S Chapter 553, Part III, Trench Safety Act.

## 24. WORK AREA CLEAN-UP REQUIREMENTS

- a. During the progress of the Work, the Contractor shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminates resulting from the Work.
- b. Following completion of the Work, Contractor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Contractor shall leave the site clean and ready for occupancy by the City at substantial completion of the Work.

25.WORK STOPPAGE: From time to time, it may be necessary for the Contractor to stop a portion of the work or all work to accommodate a civic function. If the Contractor will be required to stop work, the Construction Project Manager shall notify the Contractor a minimum of five (5) Working Days before any requested work stoppage. Following resuming work, the Contractor and the Construction Project Manager shall agree to and document the number of additional Days to be added to the project completion time to accommodate the requested work stoppage.

26.WARRANTY: The vendor shall warrant against all defects in material and workmanship for a period of one year after acceptance.

## 27.BID BOND AND PUBLIC CONSTRUCTION BOND

- a. Contractor shall submit a letter from their bonding company agent stating their current single job limit and aggregate limit with the bid submittal.
- b. A bid bond in the amount of \$10,000.00 shall be submitted with the contractors' bid submittal.

- c. For work orders that are \$50,000.00 or less, a public construction bond will not be required. For work orders that are over \$50,000.00 and less than \$200,000.00, a determination will be made by the City as to whether or not a public construction bond will be required. Work orders \$200,000.00 and over will automatically require a public construction bond
- d. The public construction bond cost should be included in the work order proposal and will be reimbursed at cost on the first application for payment; a copy of the bond premium invoice should be attached to the first application for payment.
- e. The contractor shall receive a purchase order from the Purchasing Division; then the contractor shall immediately furnish the Purchasing Division with the public construction bond for the exact amount of the purchase order.
- f. The bonds shall be executed by a corporate surety authorized to do business in the state of Florida. The Bid Bond and Public Construction Bond shall be executed by a surety authorized to do business in the State of Florida and as named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better. A certified copy of the authority must accompany all bonds signed by an agent to act, which indicates that they are licensed to do business in the state of Florida.

## 28. Concrete Slab on Grade

To prepare the base, cut the ground level to the proper depth to allow for the slab and footer thickness. Remove all organic material and large hard objects such as stones and tree roots to a depth of at least 4 or 6 inches for the slab and deeper for the footer. If building up the grade is necessary, use gravel or sandy soil, and compact the final base with a vibratory plate or similar device. The edge forms may be any straight material that can be secured into position. Set a string line using grade stakes or batter boards to establish a square, level reference before positioning the formwork.

**NOTE:** For the purpose of this bid submittal and calculation of unit prices for the four (4) types of "slab on grade", bidders should use a footer size that is 8-inches deep and 12-inches wide with 2 - #5 reinforcing steel bars.

As for the concrete mix, it must meet compressive strength requirements, fiber reinforced 2,500 or 3,000 pounds per square inch, without measures that cause excessive shrinkage. Because water increases shrinkage and cracking, a plasticizer is preferable to achieve desired slump. Also, consider including fibers to control plastic shrinkage cracking. Higher strength and entrained air may be required for exterior slabs exposed to freezing weather or deicing chemicals. When in doubt ask the concrete supplier for a recommended mix. Always avoid adding water at the jobsite in excess of 1 to 2 gallons per cubic yard. If additional slump is truly necessary, ask the mixer truck driver how much water can be added without taking the concrete out of specification.

Fibermesh concrete shall include synthetic fibers at the rate of three (3) pounds per cubic yard for 3,000 psi mix, based on a fiber's modulus of elasticity of 1,378 ksi. This rate shall be adjusted up or down proportionate to the modulus of elasticity of the selected fiber. Synthetic structural fibers shall meet the requirements of ASTM C 11116, paragraph 4.1.3 Type III; shall be monofilament, made of polypropylene or blended polypropylene/polyethylene; shall be a minimum of one and one-half inches (1.5") in length, and shall have an aspect ratio (length/fiber diameter) between 80 and 100.

Distribute the concrete around the slab area as close to its final position as possible, and then rake it into position. Be sure to lift the steel reinforcement so that it is embedded in the concrete. Consolidate low-slump mixes with a handheld vibrator or use a vibratory screed. Finish with the minimum force and strokes of the float necessary to achieve a smooth surface. Create control joints no farther apart than 24 to 30 times the slab thickness and at no time greater than 15 feet along both the width and length of the slab by pressing a 1-inch deep grooving tool into the surface. Joint spacing greater than 15 feet requires the use of load transfer devices such as dowels or dowel plates. For slabs that require long joint spacing or no joints, steel reinforcement is recommended. It will increase the potential for random cracking, but will hold cracks tightly to ensure good structural performance.

Proper curing conditions are critical, and the curing method must be put in place as soon as the finished surface can resist damage. The concrete must not be allowed to freeze or dry out. Place a curing compound over the surface, or provide appropriate moist curing. If there is a risk of freezing, cover the slab with an insulator, such as insulating blankets or a 4-inch-thick layer of straw that is weighted down to prevent it from blowing away. Leave the insulator in place until the concrete achieves strength of at least 500 psi. This usually occurs within a few days.

## **SECTION 4 – SPECIAL PROVISIONS**

### **1. Definitions**

Wherever used in any of the Contract Documents, the meaning shall be given to the terms herein defined:

- 1.1 The term "Contractor" means the person, Bidder or corporation to whom the herein Contract is awarded by the Owner and who is subject to the terms hereof.
- 1.2 The term "Subcontractor" means a person, Bidder or corporation supplying services and materials, labor and materials, or only services or labor for work in connection with the project.

### **2. Accident Prevention**

Precaution shall be exercised the use of modern safety rules and practices at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated.

### **3. Qualifications for Employment**

No person shall be employed in violation of the State or the National Labor Laws. No person under the age of sixteen years shall be employed on the project under this Contract. No person whose age or physical condition is such as to make this employment dangerous to his health or safety or to the health or safety of others shall be employed on the project under this Contract; provided, that shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform.

### **4. Substitutions**

Unless otherwise stated, reference in the specifications to any article, device, product, materials, fixture, form, or type of construction, etc., by name, make or catalogue number, shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The determination of whether any article, device, product, material, fixture, form or type of construction is equal to that named is solely in the determination of the Owner. No Substitutions shall be permitted without the prior express written authorization from the Owner.

### **5. Patents**

The Contractor shall hold and save the Owner and his officers, agents, servants, and employees harmless from liabilities of any nature or kind, including costs and expenses for, or on account

of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the Owner at any time during the prosecution or after completion of the work unless otherwise specifically stipulated in the Contract Documents.

## **6. Use of Premises**

- 6.1 The Contractor shall confine his apparatus, storage of materials, and construction operations to such limits as may be directed by the Owner and shall not unreasonably encumber the premises with his materials. Any damage done to public or private property shall be repaired at the Contractor's expense to the preconstruction condition or better. It is mandatory that a preconstruction video be made to determine actual preconstruction conditions should a dispute arise. Be sure to note address, type of sod, any existing damage and show these items on the video.
- 6.2 The Contractor shall not load or permit any part of any structure to be loaded to such an extent as to endanger its safety.
- 6.3 The Contractor shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements and regulations of the State Department of Environmental Regulation and Health Department. He shall commit no public nuisance.

## **7. Overtime Work by Owner Employees**

Where the Contractor elects to work on a Saturday, Sunday or other holiday, or longer than an eight-hour work shift on a regular working day, such work shall be considered as overtime work. On all such overtime work an inspector will be present. The Contractor shall reimburse the Owner for the full amount of the straight time plus overtime costs for employees of the Owner required to work overtime hours. The Contractor by these specifications does hereby authorize the Owner to deduct the cost of overtime work at the rate of \$35 per hour from the amount due or to become due him.

Overtime due to special construction problems such as concrete, finishing, asphalt rolling, making live sewer hookups, alleviating traffic problems, etc., may not be charged if the City Manager considers the overtime to be mutually justified. Normal engineering inspection hours are 7:30 a.m. to 4:30 p.m. Monday through Friday.

Recognized Holidays shall be as follows:

1. New Year's Day
2. Martin Luther King Day
3. Strawberry Festival Parade Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Eve's Day
11. Christmas Day

## **8. References**

Any reference in this document to any specification, publication, or test method shall be construed as meaning the latest edition, revision, change, or modification of same.

## AGREEMENT

THIS AGREEMENT is entered into by and between the City of Plant City, Florida, a municipal corporation under the laws of the State of Florida ("Owner") and \_\_\_\_\_, whose address is \_\_\_\_\_ ("Contractor"). This Contract is effective on \_\_\_\_\_ ("Effective Date").

WHEREAS, Owner desires to retain the Contractor to construct concrete sidewalks, driveways and curbs as described herein; and

WHEREAS, the Contractor represents that Contractor is qualified, willing and able to provide the described services according to the terms of this Agreement; it is therefore agreed that:

1. TERM. Work performed by the Company will commence on September 1, 2016 and shall terminate on August 31, 2017, unless extended by mutual agreement of the parties or terminated as provided in paragraph 10 herein. Contract extensions may be approved by the City Manager for three additional one-year periods under the same terms and conditions.

2. SCOPE OF AGREEMENT. The parties agree that the purpose of this Agreement is for Contractor to construct concrete sidewalks, driveways and curbs to City described in the Invitation to Bid No. 16-047EN-MS **on an as needed basis** for the rates described in their submitted Bid Form, attached hereto as Exhibit A. Quantities herein are estimated. There are no minimum or maximum quantities under this contract. All quantities are at the sole discretion of the City as provided by work order. The terms of the Invitation to Bid and Contractor's Bid Form are incorporated herein by this reference. Notwithstanding, no deviations in Contractor's Bid form from the Invitation to Bid or other Contract documents prepared by City shall be incorporated herein unless expressly provided in this Contract. Any conflict with Contractor's Bid Form and the Invitation to Bid and other contract documents prepared by City shall be construed in favor of the contract documents prepared by City.

3. PRICES. The original bid prices described in in Company's Bid Form shall be firm for the initial one year term of this agreement. Should Company desire to have the price escalate for any renewal period, Company shall notify City in writing of its request at least 90 days prior to the end of the current term. Any increased price adjustment(s) must be accompanied by written justification attesting that the request is a bona fide cost increase to Company. The base period for any requested adjustment shall be the beginning of the latest period during which an adjustment may have been made. All requests for price adjustment(s) shall be supported by Producer Price Index according to the Bureau of Labor Statistics average for the previous month, under the [Ready-Mix Concrete/Southern Region, Series ID: PCU327320327320C](#). The maximum allowable increase shall not exceed 4%. All

price adjustments must be accepted by the City Manager and shall be accomplished by written amendment to this contract at renewal.

4. TOTAL COST. The total cost for the Scope of Work described in paragraph 2 herein shall be determined by work order at the unit rates described in Contractor's Bid Form.

5. COMMENCEMENT AND PROGRESSION OF WORK. Time is of the essence to this Agreement. Work performed by the Contractor will commence on or before five (5) calendar days from the date of the written notice to proceed and to be substantially completed as listed in the project work order. The term "Substantial Completion," as used herein, shall mean that point at which the Project is at a level of completion in strict compliance with this Contract such that the Owner can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

Final completion shall be completed within 30 days of (i) Substantial Completion, or (ii) the Owner's delivery to the Contractor of the punch list described in paragraph 5 herein, whichever is later.

6. LIQUIDATED DAMAGES. Contractor acknowledges and agrees that time is of the essence to this Agreement and that if completion and delivery of the Project to the Owner is delayed, Owner will suffer damages which are difficult, if not impossible, to accurately quantify. Accordingly, if Contractor fails to achieve Substantial Completion or Final Completion, or both, as required by this Agreement, Contractor shall be liable to Owner for liquidated damages for unexcused delay as provided herein.

(a) For Delay In Substantial Completion. Contractor shall pay Owner the sum of One Hundred Dollars (\$100.00) per day for every calendar day of unexcused delay in achieving Substantial Completion beyond the Substantial Completion Date. Any sums due and payable hereunder by Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. When Owner reasonably believes that Substantial Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due Contractor an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Contractor those funds withheld, but no longer applicable, as liquidated damages.

(b) For Delay In Final Completion. If Contractor fails to achieve Final Completion within the time described in paragraph 3 herein, Contractor shall pay Owner the sum of Fifty Dollars (\$50.00) per day for each and every

calendar day of unexcused delay in achieving Final Completion. Any sums due and payable hereunder by Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this Agreement. When Owner reasonably believes that Final Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due Contractor an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving Final Completion, for which Owner has withheld payment, Owner shall promptly release to Contractor those funds withheld, but no longer applicable, as liquidated damages.

7. PAYMENTS TO THE CONTRACTOR.

(A) The Owner shall pay the Contract Price to the Contractor in accordance with Section 218.70, Florida Statutes (“Local Government Prompt Payment Act”) and the procedures set forth in this paragraph.

(B) When Substantial Completion has been achieved, the Contractor may submit a Payment Request which Payment Request shall be in such format and include whatever supporting information as may be required by the Owner and a proposed punch list listing of those matters yet to be finished, to the following:

City of Plant City  
Michael Schenk  
City Engineer  
302 West Reynolds Street  
Plant City, FL 33563

With a copy to:

Diane Reichard  
Chief Financial Officer  
City of Plant City  
302 West Reynolds Street  
Plant City, FL 33563

Notwithstanding anything herein to the contrary, Contractor shall not be paid for equipment and materials until after installation.

Said Payment Request shall be signed by the Contractor and shall constitute the Contractor's representation that the work has reached Substantial Completion, that the

work has been properly installed or performed in strict compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested.

The Owner will thereupon conduct an inspection to confirm that the work is in fact Substantially Complete and shall upon determining that the work is Substantially Complete, shall review and revise, if necessary, the proposed punch list. Upon Owner's confirmation that the work is Substantially Complete, the Owner will so notify the Contractor in writing and will therein set forth the date of Substantial Completion and furnish the final punch list of items that need to be completed for Final Completion. If the Owner, through its inspection, fails to find that the Contractor's work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion inspection, the Contractor shall bear the cost of such repeat inspection(s) which cost may be deducted by the Owner from any payment then or thereafter due to the Contractor. Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion. Upon Substantial Completion, the Owner shall pay the Contractor ninety percent (90%) of the Contract Price less any amounts attributable to liquidated damages, and less the reasonable costs as determined by the Owner for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims;

(C) The Owner shall make payment to the Contractor within twenty-five (25) business days after the date on which the Payment Request is stamped as received as provided in Section 218.74(1), Florida Statutes. The Owner's approval of the Contractor's Payment Requests shall not preclude the Owner from the exercise of any of its rights as set forth herein. The submission by the Contractor of a Payment Request also constitutes an affirmative representation and warranty that all work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the Contractor shall, if required by the Owner, also furnish to the Owner properly executed Waiver of Right of Claim Against the Owner in the form as required by the Owner, from all subcontractors, materialmen, suppliers and other person or entity who has, or might have a claim against the Owner for the work done on the Owner's property. Furthermore, the Contractor warrants and represents that, upon payment of the Payment Request submitted, title to all work included in such payment shall be vested in the Owner;

(D) Neither payment to the Contractor, utilization of the Project for any purpose by the Owner, nor any other act or omission by the Owner shall be interpreted or construed as an acceptance of any work of the Contractor not strictly in compliance with this Contract;

(E) The Owner shall have the right to refuse to make payment due to:

(1) The quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract;

(2) The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;

(3) The Contractor's rate of progress being such that, in the Owner's opinion, Substantial Completion or final completion, or both, may be unexcusably delayed;

(4) The Contractor's failure to use Contract funds, previously paid the Contractor by the Owner, to pay Contractor's Project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;

(5) Claims made, or likely to be made, against the Owner or its property;

(6) Loss caused by the Contractor; and

(7) The Contractor's failure or refusal to perform any of its obligations to the Owner.

(F) If within thirty (30) days from the date payment to the Contractor is due, the Owner, without cause or basis hereunder, fails to pay the Contractor any amounts then due and payable to the Contractor, the Contractor shall have the right to cease work until receipt of proper payment after first providing ten (10) days' written notice of its intent to cease work to the Owner. Any payment not made within thirty (30) days after the date due shall bear interest at the rate of twelve percent (12%) per annum.

(G) When the Project is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner thereof in writing. Thereupon, the Owner will perform a final inspection of the Project. If the Owner is unable to issue its final Approval for Payment and is required to repeat its final inspection of the Project, the Contractor shall bear the cost of such repeat inspection(s), which costs may be deducted by the Owner from the Contractor's final payment;

(H) Prior to being entitled to receive final payment, and as a condition precedent thereto, the Contractor shall furnish the Owner, in the form and manner required by Owner:

(1) An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or material suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;

(2) Separate Waiver of Right of Claim Against the Owner in the form as provided by the Owner from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has, or might have a claim against the Owner;

(3) If applicable, consent(s) of surety to final payment; and

(4) All product warranties, operating manuals, instruction manuals and other record documents, drawings (including as-built drawings), satisfactory test results

and things customarily required of the Contractor, or expressly required herein or set forth in the bid documents, as a part of or prior to Project closeout;

(I) The Owner shall, subject to its rights set forth herein, make final payment of all sums due the Contractor within ten (10) days of the Owner's approval for payment.

(J) In accordance with Section 218.76, Florida Statutes, if a dispute arises between the Contractor and the Owner concerning payment of a Payment Request which is not resolved within 30 days of the Payment Request, the dispute shall be determined by the City Manager pursuant to the following: Proceedings before the City Manager shall commence within 45 days and concluded within 60 days after the date of the Payment Request was received by the Owner's representative listed in Subparagraph 9(C) herein. The proceedings are not subject to Chapter 120, Florida Statutes and do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the Owner, interest charges begin to accrue 15 days after the City Manager's final determination. If the dispute is resolved in favor of the Contractor, then interest begins to accrue as of the original date the payment became due. Notwithstanding, nothing herein shall prevent the Contractor and City Engineer from resolving the matter prior to final determination of the City Manager.

8. PUBLIC RECORDS.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTRACTOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Kerri J. Miller**  
**City Clerk**  
**302 W. Reynolds Street**  
**Plant City, FL 33563**  
**Phone: 813-659-4200**  
**[kmiller@plantcitygov.com](mailto:kmiller@plantcitygov.com)**

Contractor shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by Owner in order to perform the service under this Agreement; (b) upon request from the City Clerk, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if Contractor does not

transfer the records to Owner; and (d) upon completion of this Agreement, transfer, at no cost, to Owner all public records in possession of Contractor or keep and maintain public records required by Owner to perform the service. If Contractor transfers all public records to Owner upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Owner, upon request from Owner's custodian of public records, in a format that is compatible with the information technology system of Owner.

9. WAIVER AND MODIFICATION CLAUSE. Any waiver, modification or cancellation of any term or condition of this Agreement, including but not limited to changes in the services to be performed by the Contractor and increases or decreases in the Contractor's compensation, must be agreed to in writing and signed by both parties in order to be effective.

10. TERMINATION.

A. If the Owner materially breaches this Agreement, the Contractor may terminate the Agreement and shall thereafter be entitled only to compensation for services actually performed hereunder prior to such breach. Contractor expressly waives any and all other claims and remedies against the Owner, including incidental and consequential damages. Contractor shall give written notice to the Owner of any alleged breach and the Owner shall have ten (10) days from the date of such notice in which to cure the breach before Contractor may proceed under this paragraph.

B. If the Contractor materially breaches this Agreement, the Owner may terminate the Agreement and shall thereafter have available to it all rights and remedies in law and equity, the exercise of which shall be cumulative rather than exclusive. The Owner shall give written notice to the Contractor of any alleged breach and the Contractor shall have ten (10) days from the date of such notice in which to cure the breach before the Owner may proceed under this paragraph.

C. The Owner may terminate this agreement without regard to cause ("termination for convenience"), provided that in such event, the Owner shall pay compensation for services actually performed hereunder prior to such termination.

11. CONSTRUCTION. This agreement shall be governed by the laws, rules and regulations of the State of Florida.

12. INSURANCE. The Contractor shall have and maintain insurance in accordance with the requirements of Exhibit "A" attached hereto and incorporated herein by reference.

13. INDEMNIFICATION. The Contractor shall be liable for, and shall indemnify, defend and hold the Owner harmless from all claims, suits, judgments or damages, including court costs and reasonable attorneys' fees, arising out of any death or any other injury that results from the Contractor's actions, errors, omissions or negligent acts of the Contractor, its agents and employees, in performance of this Agreement.

14. STATEMENT OF ASSURANCE. During the performance of this Agreement, the Contractor assures the Owner that Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977; that Contractor does not on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner against Contractor's employees or applicants for employment. This Agreement is expressly conditioned upon the veracity of this Statement of Assurance and the Contractor's compliance with Title VII of the Civil Rights Act of 1964 when federal grant(s) is/are involved. Other applicable Federal and State laws, Executive Orders and regulations prohibiting such discrimination are also included by this reference. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

15. PUBLIC ENTITY CRIMES. In accordance with Section 287.133, Florida Statutes, any 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, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies 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 thirty six (36) months from the date of being placed on the convicted vendor list.

By execution of this agreement, Contractor assures the Owner that none of its officers, directors, executives, partners, shareholders, employees, members, or any of its agents who are active in management have been convicted of a public entity crime. In the event that any of its officers, directors, executives, partners, shareholders, employees, members, or any agents who are active in management are convicted of a public entity crime, the Contractor shall immediately notify the Owner.

16. LAWS, ORDINANCES. The Contractor shall observe and comply with all Federal, State, and local laws, ordinances, rules, and regulations that would apply to this contract.

17. PERMITS, FEES, TAXES, LICENSES. The Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, State and Federal laws, rules and regulations applicable under this contract. This provision also includes City issued permits.

18. OSHA REQUIREMENTS. Contractor agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued there under, and warrants that all services furnished under this agreement will conform to and comply with said standards and regulations. Contractor agrees to furnish Material Safety Data Sheets (form OSHA-20) as applicable for hazardous or potentially hazardous products

19. NON-WAIVER. No failure by Owner to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available upon a breach hereof, shall constitute a waiver of any such breach or of any such term or condition. No waiver of any breach shall affect or alter any term or condition in this Agreement, and each such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

20. RELATIONSHIP OF THE PARTIES. Nothing contained in this contract shall be deemed or construed to create the relationship between the parties of principal and agent, or of partnership or joint venture, or of employer and employee; it being expressly agreed that the relationship of the Contractor to the Owner is that of an independent contractor.

21. VENUE. Venue for any action to enforce this Agreement shall be Hillsborough County, Florida.

22. NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed to have been duly delivered hereunder if mailed by first class certified mail, postage prepaid, to the respective parties at the respective addresses:

Owner:

City of Plant City  
David Buyens  
Assistant Utilities Director  
302 West Reynolds Street  
Plant City, FL 33563

With a copy to:  
Kenneth W. Buchman, Esquire  
City Attorney  
City of Plant City  
302 West Reynolds Street  
Plant City, Florida 33563

Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, in the manner provided above, a notice of such change.

23. SUCCESSORS AND ASSIGNMENTS. The covenants contained in this Agreement are binding on the parties and their respective successors, legal representatives and assignees, if any; provided however, that this agreement may not be assigned by Contractor to any third party without the prior written consent of the Owner.

24. REPORTS. All data, reports, and other information generated in connection with Contractor's performance under this Agreement is the property of the Owner.

25. WARRANTY. Contractor hereby warrants that all labor furnished under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this Subparagraph shall constitute a breach of Contractor's warranty. In addition to its warranty obligations set forth herein, Contractor shall be specifically obligated to replace any landscaping and correct any and all defective or nonconforming work for a period of twelve (12) months following final completion upon written direction from Owner.

26. SEVERABILITY. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

27. ENTIRE AGREEMENT. This contract contains the entire agreement of the parties.

28. CAPTIONS. All titles to clauses contained in this order are for identification only and shall not be construed as being a substantive part of the agreement.

IN WITNESS WHEREOF, parties have caused this instrument to be executed by themselves or their duly authorized officers or agents and their seals to be affixed hereunto the day and year first written above.

Owner:

City of Plant City

By: \_\_\_\_\_  
Michael Herr  
City Manager

ATTEST:

\_\_\_\_\_  
Kerri J. Miller  
City Clerk

Approved as form and correctness:

\_\_\_\_\_  
Kenneth W. Buchman  
City Attorney

Contractor:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Exhibit A

### Contractor's and Subcontractor's Insurance:

1. Compensation Insurance: The Contractor shall procure and maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all the labor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of such of his employees not otherwise protected. The Contractor shall indemnify and hold the City harmless for any claim made by the Subcontractor for workmen's compensation.
2. Contractor's Comprehensive Liability and Property Damage Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Comprehensive Liability Insurance in an amount satisfactory to the Owner, but not less than \$300,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00, on account of one accident, and the Contractor's Property Damage Insurance in an amount not less than \$1,000,000.00. This insurance shall be maintained with an insurance company or companies licensed to do business in the state in which the Contractor shall perform his contractual services. Owner shall be named as additional insured on the policy.
3. Subcontractor's Comprehensive Liability and Property Damage Insurance: The Contractor shall require each of his Subcontractor's to procure and maintain during the life of his contract Subcontractor's Comprehensive Liability and Property Damage Insurance coverage in amounts satisfactory to the Contractor for his own protection, with an insurance company or companies licensed to do business in the state in which the Subcontractor shall perform his contractual services.
4. Scope of Insurance and Special Hazards: The insurance required shall provide adequate protection for Contractor and his Subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by the insured, and also against any of special hazards which may be encountered in the performance of this contract.
5. Proof of Carriage of Insurance: The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance required, but the failure to provide adequate insurance shall not relieve the Contractor's responsibility to protect the Owner wholly from all such claims and damages.

The certificate of insurance shall include as a certificate holder:

City of Plant City  
Attn: City Manager  
302 West Reynolds Street  
Plant City, FL 33563