

**INVITATION TO BID**

City of Fort Walton Beach, Florida
Purchasing Division
105 Miracle Strip Pkwy SW
Fort Walton Beach, Florida 32548
Telephone: (850) 833-9523
Fax: (850) 833-9643
Website: <http://www.fwb.org>

ISSUE DATE: October 14, 2021

BID NO: ITB 22-001

OPENING DATE: Nov. 16, 2021

OPENING TIME: 2:30 PM CST

BID REQUESTED:**GOLF COURSE IRRIGATION SYSTEM REPLACEMENT**

The City of Fort Walton Beach invites bids for ITB#22-001: GOLF COURSE IRRIGATION SYSTEM REPLACEMENT . Bids will be opened and publicly read aloud at City Hall Annex, Training Room, City of Fort Walton Beach, 105 Miracle Strip Parkway SW, Fort Walton Beach, Florida at 2:30 PM (local Central time) on Nov. 16, 2021.

A NON-MANDATORY PRE-BID CONFERENCE AND SITE VISIT will be held on October 26, 2021 at 10:00AM, at the Fort Walton Beach Golf Course Clubhouse (on the veranda) located at 1955 Lewis Turner Blvd, Fort Walton Beach, FL 32547.

Bids must be **SUBMITTED ON THE FORMS FURNISHED BY THE CITY** and in accordance with scope of work and specifications and the list of quantities desired.

Respondents are advised that from the date of release of this solicitation until award of the contract, **no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the Purchasing Representative and sole contact listed below.**

It is the intent and purpose of the City of Fort Walton Beach that this Invitation to Bid promotes competitive bidding. It shall be the Bidder's responsibility to advise the Purchasing Division at the address noted in the Special Conditions, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Purchasing Division no later than ten (10) days prior to the bid opening date.

Sincerely,

Giuliana Scott
Purchasing Manager
City of Fort Walton Beach, FL

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SECTION 1 – INSTRUCTIONS FOR SUBMITTING BID RESPONSE FOR ITB 22-001:

1.1 Bidders are expected to examine this bid form and all instructions. Failure to do so will be at the bidder's risk.

1.2 All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee.

1.3 Each bidder shall furnish all the information required on the bid form and each accompanying sheet on which he/she makes an entry.

1.4 Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct. Failure to show unit prices may render bid as non-responsive.

1.5 Although the City generally awards bids based on a "lump sum" basis to the bidder submitting the lowest responsive and responsible total bid as shown on the Invitation to bid cover sheet, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided, clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

1.6 The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request. For Hearing Impaired the TDD line that is honored throughout the United States is the Telecommunications Relay Service (TRS) and can be reached by dialing 711. Below is a link with the details: https://www.fcc.gov/sites/default/files/telecommunications_relay_service.pdf

1.7 – FORMS – DO NOT SUBSTITUTE FOR OTHER FORMATS; USE BID FORMS ONLY.

Remember to include all bid forms

SPECIAL ITEMS (APPLICABLE TO THIS BID ONLY):

<u>XX</u>	Insurance (See Special Conditions)
<u>XX</u>	Exceptions to Specifications on company letterhead (See General Conditions 2.7/2.8)
<u> </u>	Product Specifications (See General Conditions)

NOTE: PLEASE ENSURE THAT ALL DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR BID IN ACCORDANCE WITH THIS INSTRUCTION SHEET. FAILURE TO DO SO MAY RESULT IN YOUR BID NOT BEING CONSIDERED FOR AWARD.

1.7.1

COVER SHEET

ITB TITLE: GOLF COURSE IRRIGATION SYSTEM REPLACEMENT

ISSUE DATE: October 14, 2021

BID NO: ITB 22-001

This completed form must appear as the top sheet for all bids submitted.

NO BID BOND REQUIRED FOR THIS BID.

Total Amount of Base bid \$ _____

INDICATE METHOD OF BID BOND FURNISHED BELOW

Amount of bid Bond (5% of base bid) \$ N/A

Amount of Cashier's Check (5% of base bid) \$ N/A

Amount of Certified Check (5% of base bid) \$ N/A

All Items bid? Yes ___ No ___

Exceptions included on Company letterhead with technical literature? Yes ___ No ___

Submitted by:

NAME OF BUSINESS

BY: _____
SIGNATURE

MAILING ADDRESS

NAME & TITLE (type or print)

CITY, STATE, ZIP CODE

EMAIL ADDRESS

() _____
TELEPHONE NUMBER

() _____
FAX NUMBER

1.7.2 BIDDER’S CERTIFICATION – ITB 22-001

I have carefully examined the Invitation to Bid, Instructions to bidders, General and Special Conditions, Vendor’s Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation.

I have not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda and have personally inspected and am familiar with the project site.

I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Fort Walton Beach or of any other bidder interested in said bid; and that the undersigned executed this bidder’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY: _____
Signature

NAME & TITLE (type or print)

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

() _____
FAX NUMBER

EMAIL ADDRESS

DATE

1.7.3

ADDENDUM PAGE – ITB 22-001

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE BID.

NAME OF BUSINESS

BY: _____
Signature

NAME & TITLE (type or print)

MAILING ADDRESS

CITY, STATE, ZIP CODE

(_____) _____
TELEPHONE NUMBER

(_____) _____
FAX NUMBER

DATE

1.7.4

REFERENCES – ITB 22-001

NOTE: Bidder shall submit as a part of the bid package, four references, with the name of the business, address, contact person, and telephone number. **All references shall be for similar work that has been performed in Florida within the last four (4) years.**

REGARDING BIDDER / BIDDER:

Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email address:	Email Address:
Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email Address:	Email Address:

1.7.5

DRUG-FREE WORKPLACE FORM

The undersigned vendor, on _____, 2021, in accordance with Section 287.087, Florida Statutes, certifies that [business] _____ does:

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

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

NAME OF BUSINESS: _____

BY: _____
SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

1.7.6 PUBLIC ENTITY CRIME FORM – ITB 22-001**SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

This sworn statement is submitted with Proposal, Proposal or Contract # 22-001

This sworn statement is submitted by _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

My name is _____ and my relationship to the entity named above is _____.

I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

- A predecessor or successor of a person convicted of a public entity crime (or)
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the

legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

(Signature)

(Date)

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me on the _____ day of

_____, 2021 by means of ___ physical presence or ___ online notarization

by _____ and _____ in their representative
(Name of Person Acknowledging) (Name of Person Acknowledging)

capacity as _____ and _____ of the Operator, who
(TITLE) (TITLE)

_____ is personally known to me, or _____ has produced _____ as ID.
(TYPE OF IDENTIFICATION)

My Commission expires

Public Notary

1.7.7

LOBBYING CERTIFICATION FORM

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Bidder] certifies, to the best of his or her knowledge and belief, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

Signature of Bidder's Authorized Official

Name and Title of Bidder's Authorized Official

Date

1.7.8

ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discussed or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Bidder's Company Name

Authorized Signature – Manual

Authorized Signature – Typed

Address

Title

Phone #

Fax #

Federal ID # or SS #

1.7.9 FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Executive Order Number 11-116 from the Office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the CITY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

FAX NO.: _____

1.7.10 **BIDDER EXPERIENCE AND INFORMATION REQUEST**

Additional sheets may be used.

Bidder Name: _____

Type of Business (Corporation, Partnership, Individual)

_____ State of _____

Contractor License No. _____ **Class** _____

List All Key Members of the Firm or Officer if a Corporation

Name	Address	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Years Continuous Experience as Golf Course Irrigation Contractor _____

List Each Lower Tier Sub-Contractor Who Will Perform Work and Type of Work

Name	Address	License No.	Type of Work
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List person who performed the Pre-Bid Site Inspection for your firm:

_____ Date: _____

Identify the Full- Time On-Site Production Supervisor Your Firm Will Have Until Completion of the Project--Include resumé.

A financial statement or other financial information and credit references sufficiently comprehensive to permit an appraisal of your current financial condition, may be required by the City.

List of Installation Equipment to be Used on the Project.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Contractor Commencement of Work Availability: _____

Undersigned declares the above requested information is accurate and correct.

Authorized Signature

Firm: _____

Address: _____

Date: _____

SECTION 1.7.11 - PRICING SHEET: FIRM PRICE FOR TERM - Costs specified in the bid shall remain firm for the term of the Contract.

VENDOR NAME: _____

INVITATION TO BID #22-001 - Golf Course Irrigation System Replacement				
<p>Contractor bids shall be balanced with overhead and profit evenly distributed across the items of work. If items are removed from the scope of work, neither the City nor Contractor will be adversely affected by the adjustment in the contract price.</p> <p>The bid form will provide for quotation of prices for all items involved in the performance of the work. The pricing shall be a lump sum price for all labor to install the system as depicted on the drawings and specifications. Additive and deductive unit pricing shall be provide as listed in the bid form for material changes in the scope of work. Bidders must quote all items scheduled for the completion of the work.</p> <p>All Federal, State, County and City taxes due and payable on this contract shall be included in the amount bid on the bid form.</p>				
Item No.	Qty	Unit	Description	Total Price
1	1	Lump Sum	Install golf course irrigation system*.	\$
2	1	Lump Sum	Alternate 1 – Salvage existing GC irrigation system (heads, controllers, swing joints, etc. and repair). (See Sec 6.5 – pg 47)	\$
3	1	LS	Alternate 2 – Salvage existing GC irrigation system (heads, controllers, etc & repair). City keeps swing joints. (See Sec 6.5 – pg 74)	\$
4	1	LS	Alternate 3 – Sodding Trenches (See Sec 7.2.9)	
TOTAL BID:				\$
<p><u>NOTE 1:</u> ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS ON THIS PAGE. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.</p>				

Contractor shall not add or subtract from the above listed items. Cost of mobilization and other associated expenses, including insurance, is to be included in the unit price.

*** Additional sheets may be included if necessary. All quantities to be installed are estimated. The Contractor will be paid based upon actual quantities as verified by the City.**

1. FOB Point: **Delivered**
2. Terms of Payment: (e.g. Net 45) _____
3. The City shall receive shipment or project completion notice within _____ days from the date Vendor receives official Purchase Order or Notice to Proceed.

Re-check your quotations prior to submission. Bids may not be changed after being opened.

SECTION 1.7.12 CONSTRUCTION SCHEDULE FORM:**VENDOR NAME:**

7.12.1 Each bidder shall submit a detailed construction schedule with their bid which will designate the critical path of the performance of the work that the bidder deems necessary for completing the work within the time allotted for in the documents.

7.12.2 Bidders shall note adjustments to the schedule as may be required by the inclusion of any or all of the alternates.

7.12.3 Please note:

7.12.3.1 Prior to beginning the work the Bidder shall submit to the City a Final Construction Schedule giving a satisfactory detailed schedule of operations that provides for completion of the work within the contract time, identifies type and number of pieces of equipment to be used on the project, chronology of proposed phases of operations and time required to complete each phase.

7.12.3.2 **This schedule shall be on the prescribed bar graph form.** Each activity in the schedule shall clearly reference a corresponding task (or sub task) in the sequence of construction as provided by the City in the construction documents.

7.12.3.3 Should the Bidder desire to vary the sequence of construction in order to make more effective use of labor, material and equipment, Bidder shall be prepared to submit a revised sequence of construction and a corresponding construction schedule in addition to that based on the City's sequence of construction.

7.12.3.4 Only upon the City's written approval, the revised sequence of construction will be adopted. The Bidder shall have copies of the schedule available at the preconstruction conference.

7.12.3.5 If the Bidder's operations are affected by changes in the plans or amount of work or if the Bidder has failed (by altering the sequence of activities or being 10% or more behind schedule) to comply with the approved schedule, or if requested by the City, the Bidder shall submit a revised Construction Progress Schedule for approval. The revised schedule shall show how the Bidder proposes to prosecute the balance of the work. If the City requests a revised schedule, the Bidder shall submit the revised schedule within 14 calendar days after the date of request or progress payments may be withheld.

Currently it is anticipated that the golf course will remain open during construction, except that the hole on which work is currently being performed will be closed.

SECTION 2 - GENERAL CONDITIONS

2.1 **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided. Florida law requires that when a municipality enters into a contractual agreement with a corporation licensed to do business in the State of Florida, such agreement shall be signed by two (2) Corporate Officials (i.e., President, Vice President, Secretary, Treasurer) with the corporate seal affixed. It also requires that such execution be acknowledged before a Notary Public with Notary Seal affixed. If neither the aforementioned corporate officers nor the corporate seal are readily available, a letter of authorization can be submitted in lieu of these requirements. Such letter of authorization must be on the corporate stationery, must clearly state that the person who signed the referenced agreement is duly authorized to enter into such agreement on behalf of the corporation and must be signed by the corporate officials designated above. Failure to submit letter of authorization within two (2) weeks after notification of award may result in award to the next apparent low bidder.

2.1.1 In the case of a partnership, the agreement must be signed by a general or managing partner and notarized as outlined above.

2.1.2 In the case of a sole proprietorship, the City must sign the agreement and have such execution notarized.

2.1.3 If you have any questions regarding the execution of the signature page, please feel free to contact the Purchasing Division at (850) 833-9523 for further clarification.

2.2 **SUBMITTAL OF BIDS:** Bids shall be submitted utilizing the bid form(s) provided by the City. All bids shall be properly executed with all blank spaces filled in. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount named by a bidder for any item are not in agreement the unit price alone shall be considered as representing the bidder's intention, and the totals shall be corrected.

2.3 **AMENDMENT OF THE INVITATION TO BID:** It is the bidder's responsibility to contact the Purchasing Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid (or complete and sign addenda acknowledgement form.) The failure of a bidder to submit acknowledgment of any addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the bid.

2.4 **BIDDER'S CERTIFICATION FORM:** Each bidder shall complete the "bidder's certification" form included with this invitation to bid, and submit the form with the bid. The failure of a bidder to submit this document will be cause for rejection of the bid.

2.5 **DRUG FREE WORKPLACE PREFERENCE:** Pursuant to § 287.087, Fla. Stat., the City must give preference to businesses that have implemented a drug-free workplace programs whenever two or more bids, proposals, or replies are equal in price, quality, and service. If your business has implemented a drug free workplace program, you must provide a copy of all documents, rules, policies and procedures adopted by your business that satisfy the requirements of § 287.087.

2.6 PUBLIC ENTITY CRIMES FORM: A person or affiliate, as defined in § 287.133, Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in § 287.01, Fla. Stat., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a bid, you are certifying your company is in compliance with § 287.133, Fla. Stat.

2.7 SPECIFICATIONS REQUIRED: All items quoted must be in compliance with the specifications. If you are taking exception, indicate those exceptions on company letterhead and attach to this Invitation to Bid.

2.8 ALTERNATIVES/SUBSTITUTIONS TO SPECIFICATIONS: Any alternatives or substitutions to the attached specifications must be clearly delineated, set out and submitted with the bid (use separate sheets of paper and make them part of the bid). The City reserves the right to accept any or all of the bid alternates, in any order they deem best suits their scope, budget, and schedule.

2.9 PRICES, TERMS, and PAYMENT: All prices must be firm for the delivery schedule quoted in the specifications. Bids stipulating "Price in effect at time of shipment" or other similar conditions will be considered not responsive to the bid invitation and will not be accepted. All prices shall be quoted F.O.B. delivered to any City of Fort Walton Beach Department unless otherwise stipulated in the bid invitation. Bidder is requested to offer cash discount for prompt invoice payment. It is the policy of the City of Fort Walton Beach to make payments of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Finance Department office, whichever is later.

2.10 DISCOUNTS: Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

2.11 EFFECTIVE PERIOD: Prices quoted in the bid must remain open for a period of ninety (90) days from the date of bid opening.

2.12 QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:

2.12.1 To ensure fair consideration for all bidders, the City prohibits communication to, or with any department, division or employee during the submission process, except as indicated in 2.12.4. Additionally, the City prohibits communication initiated by a bidder to City officials or employees evaluating or considering the bids prior to the time a bid decision has been made.

Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration or award of the bid then in evaluation and/or any future bid. **All communications are to be directed to the Purchasing Representative and sole contact listed below in Section 2.12.4.**

- 2.12.2 Any questions related to interpretation of specifications or the bid process shall be addressed to the Purchasing Manager, in writing, in ample time before the period set for the receipt and opening of bids. **No oral interpretations will be made to any bidder as to the meaning of the drawings and specifications or other contract documents** No inquiries, if received less than ten (10) calendar days of the date set for the receipt of bids, will be given any consideration. Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be conveyed to all prospective bidders no later than five (5) days before the date set for receipt of bids. Oral answers will not be authoritative.
- 2.12.3 It will be the responsibility of the bidder to contact the Purchasing Division or go to either www.FWB.org/rfp or www.BidNetDirect.com prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.
- 2.12.4 Direct all inquiries to:

**Giuliana Scott, Purchasing Manager
Purchasing Division, City of Fort Walton Beach
105 Miracle Parkway SW
Fort Walton Beach, Florida 32548**

**Telephone: (850) 833-9523 Fax: (850) 833-9643
Email: gscott@FWB.org Website: www.FWB.org/rfps**

- 2.12.5 Before submitting a Bid, Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 2.13 **SEALED BIDS:** All bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the City's bid forms may be rejected. All bids are subject to the conditions specified and on any attached sheets, specifications, special conditions or vendor notes.

2.14 RECEIPT OF BIDS, DUE DATE –

2.14.1 **Sealed bids shall be submitted to the Purchasing Division Office no later than 2:30PM (CST), on Nov. 16, 2021.** Bids shall not be accepted after this time and date. Each bid shall be submitted in a sealed envelope marked with the bid number, title of the bid, and bid opening date.

2.14.2 Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid, where requested.

2.14.3 Sealed bids are to be addressed as follows for either mail or hand delivery. Bids submitted by mail must be received by the Purchasing Manager before the bid opening time.

2.14.4 Sealed bids are to be addressed as follows for either mail or hand delivery. Bids submitted by mail must be received by the Purchasing Division no later than the bid opening time.

2.14.5 **Cut out & use the label printed here, and affix to your OUTER sealed bid envelope to identify it as a “Sealed Bid”.**



**Deliver to: Purchasing Division
City of Fort Walton Beach
105 Miracle Strip Pkwy SW
Fort Walton Beach, FL 32548**

SEALED BID DO NOT OPEN

SEALED ITB#: 22-001

ITB TITLE: Golf Course Irrigation System Replacement

DUE DATE/TIME: 11/16/2021 2:30 PM – Central Time

2.15 **WITHDRAWAL OF BIDS:** Bidders may withdraw a bid after it has been deposited with the Purchasing Division office any time before the scheduled time for opening the bids.

2.16 **BID OPENING:** The Bid Opening shall be public, on the date and at the time specified on the bid form. It is the bidder’s responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be returned but will be retained in the "BID FILE" unopened. Offers by telephone or email for a sealed bid cannot be accepted.

2.17 **AWARD OR REJECTION OF BIDS:** The contract will be awarded to the lowest responsive and responsible bidder(s) complying with all the provisions of the Invitation to Bid, provided the bid price is reasonable and it is in the interest of the City to accept it.

2.17.1 The City of Fort Walton Beach reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in

the interest of the City. The City of Fort Walton Beach also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete, on time, contracts of a similar nature, or a bid of a bidder who investigation shows is not in a position to perform the contract.

2.17.2 Award will be made in approximately forty-five (45) days. It is incumbent on bidders to contact the Purchasing Division at (850) 833-9523 to determine the successful bidder(s). Bidders or respondents who do not agree with the City Council's award are afforded the opportunity to protest the recommendation by submitting a written vendor protest to the Purchasing Division within three (3) business days after City Council has awarded the purchase. Failure to file a written vendor protest within three (3) business days shall constitute a waiver of protest under this policy.

2.17.3 In the best interest of the City, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any and all bids, or to waive any informality or technicality in bids received.

2.17.4 The City will evaluate the bid forms and will consider time of completion and relevance of references, as well as amount of bid in making the award.

2.18 **SELECTION / REJECTION OF OPTIONS/ALTERNATIVES:** If an Invitation to Bid permits options or alternatives, the City reserves the right to select or reject any or all options or alternatives that are bid and as deemed to be in the best interests of the City.

2.19 **BID TABULATION & EVALUATION:** Bidders may request copies of the bid tabulation documents via email, in person or by sending a stamped, self-addressed envelope with the bid. Bid Tabulations will not be provided by telephone.

2.20 **TAX EXEMPT:** The City does not pay federal excise and state sales taxes. Our tax exemption number is 85-8012740106C-0 and is on all purchase orders.

2.21 **POLITICAL SUBDIVISIONS CONTRACTS:** Under Florida Law, prices contained in State Contracts shall be available to the City of Fort Walton Beach, who might wish to purchase under a State Purchase Contract. The City reserves the right to purchase from a State Purchase Contract if in the best interest of the City.

2.22 **PIGGYBACK PROVISIONS:** Under the Florida Inter-local Cooperation Act of 1969, public agencies may engage in cooperative purchasing agreements and intergovernmental agreements and contracts. Winning Bidder agrees to provide same terms and conditions to other qualified government agencies within the State of Florida.

2.22.1 The submission of any bid in response to this Invitation to Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies within the State of Florida, unless otherwise stipulated by the proposing bidder on the bid sheet.

- 2.22.2 Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this bid.
- 2.23 **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.
- 2.24 **CONDITION and PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new and the current production model at the time of this bid, unless otherwise specified. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- 2.25 **SAFETY STANDARDS:** Unless otherwise specified in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements and standards of the Occupational Safety and Health Act.
- 2.26 **MARKING:** Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the vendor and must also clearly indicate the City of Fort Walton Beach Purchase Order Number.
- 2.27 **INVOICING and PAYMENT:** The supplier shall be paid upon submission of invoices to: Accounts Payable, City of Fort Walton Beach, 107 Miracle Strip Pkwy SW, Fort Walton Beach, Florida 32548. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this bid. All invoices must show the City of Fort Walton Beach Purchase Order Number.
- 2.28 **CONFLICT OF INTEREST:** Any award of contract for this Invitation to Bid is subject to Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Fort Walton Beach. Further, all bidders must disclose the name of any City of Fort Walton Beach officer, director, or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the bidder's firm or any of its branches or who has any contractual relationship or agreement of any kind with the bidder. The bidder warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.
- 2.29 **INSPECTION, ACCEPTANCE, and TITLE:** Inspection and acceptance will be at destination unless otherwise stipulated by the City. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City of Fort Walton Beach, unless loss of damage results from negligence by the City of Fort Walton Beach or its Departments.
- 2.30 **DISPUTES:** In case of any doubt or differences of opinion as to the items to be furnished pursuant to the specifications of this Invitation to Bid, the decision of the City of Fort Walton Beach City Manager shall be final and binding on both parties.

2.31 **LEGAL REQUIREMENTS:** Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered in the specifications of this Invitation to Bid shall apply. Lack of knowledge by the bidder will in no way be cause for relief from such responsibility.

2.32 **INDEPENDENT CONTRACTOR STATUS; INDEMNITY:** At all times the contractor will be an independent contractor and shall, therefore, agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Contract whether by act or omission of the Bidder, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Status 768.28 as amended from time to time.

2.33 **TIME IS OF THE ESSENCE:** **A condition that time is of the essence for the proper provision of services of the Contract and that the successful Bidder will conduct all required work diligently and as specified by the City.**

2.34 **ASSIGNMENT:** The successful Bidder may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the City.

2.35 **TERMINATION FOR CONVENIENCE:** The City may terminate for its convenience at any time, in whole, or in part, any proposal award. In the event of termination for convenience, the City's sole obligations will be to reimburse Bidder for (1) those goods and/or services actually shipped /performed and accepted up to the date of termination, and (2) costs incurred by the Bidder for unfinished goods, which are specifically manufactured for the City and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the City responsible for loss of anticipated profit nor will reimbursement exceed the proposal value.

2.36 **TERMINATION FOR DEFAULT:** The City may terminate all or any part of an award resulting from this proposal, by giving notice of default to the Bidder, if the Bidder:

- 2.36.1 refuses or fails to deliver the goods or services within the time specified,
- 2.36.2 fails to comply with any of the provisions of this Bid or so fails to make progress as to endanger performance hereunder,
- 2.36.3 becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors,
- 2.36.4 fails to supply enough skilled workers or properly operating equipment, to perform the work required under the contract in a timely and proper fashion and to assure prompt completion of the work,
- 2.36.5 fails to make prompt payment to subcontractors, or payments for materials or labor;
- 2.36.6 Persistently disregards law, ordinances or the instructions of the City, or otherwise violates any provision of the contract or contract documents;

-
- 2.36.7 Performs the work unsuitably or neglects or refuses to repair work that has been rejected by the City;
 - 2.36.8 Fails to resume work which has been discontinued within a reasonable time after being furnished notification to do so; OR
 - 2.36.9 Fails to secure, replace, and/or maintain the insurance required in this ITB.

In the event of termination for default, the City's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.

2.37 **LIABILITY:** The vendor shall hold and save the City of Fort Walton Beach, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of any purchase order which may result from this bid.

2.38 **LOCAL VENDER PREFERENCE:** The City may give preference to a local vendor whenever two or more bids, proposals, or replies are equal in price, quality and service. In the event of a tie by local vendors, the award may be split when it is in the best interests of the City.

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SECTION 3 - SPECIAL CONDITIONS

If marked, the following Special Conditions apply to this Invitation to Bid:

XX 3.1 **NON-MANDATORY PRE-BID CONFERENCE AND SITE VISIT:**

To be held on October 26, 2021 at 10:00AM, at the Golf Course Clubhouse (on the veranda) located at 1955 Lewis Turner Blvd, Fort Walton Beach, FL 32547.

XX 3.2 **PERFORMANCE TIME: See Section 5.3 FOR DETAILS**

XX 3.3 **FAMILIARITY WITH SITE CONDITIONS:** The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the bidder's. Submission of a bid shall constitute acknowledgement by the bidder that he is familiar with all such conditions. The failure or neglect of a bidder to familiarize himself with the site of the proposed work shall in no way relieve him from any obligations with respect to his bid.

XX 3.4 **RIGHT TO AUDIT RECORDS:** The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

XX 3.5 **VALUE ENGINEERING:** It is the intent of the City to award a contract to the lowest responsible bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. In the event the lowest responsible bid exceeds the City's established fixed construction cost, the City shall have the right to engage the lowest responsible bidder in value engineering in order to comply with the fixed construction cost. In no instance shall such value engineering exceed ten percent of the base bid or reduce the base bid to an amount less than the fixed construction cost in place at the time of bidding.

XX 3.6 **BIDDER QUALIFICATION:** Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service, Monday through Friday, except for City holidays. Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

XX 3.7 **INSPECTION:** The City reserves the right to conduct an inspection of the bidder's facility and equipment prior to the award of the contract.

XX 3.8 FISCAL YEAR FUNDING APPROPRIATION: Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of adequate funds by City Council.

XX 3.9 CANCELLATION DUE TO UNAVAILABILITY OF FUNDS: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplies or services delivered under the contract or otherwise recoverable.

XX 3.10 EXECUTION OF CONTRACT: The successful bidder shall, within ten (10) calendar days shall enter into a contract with the City for the performance of work awarded and shall simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

XX 3.11 FAILURE TO EXECUTE CONTRACT: Failure of the successful bidder to enter into a contract in the proscribed time may be cause for cancellation of the award to that bidder. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible bidder, or the City may reject all of the bids. Contractors who default are subject to suspension and/or removal from the Bidder's List.

XX 3.12 FLORIDA PROMPT PAYMENT ACT: For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall consist of at least all of the following:

- 3.12.1 A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- 3.12.2 The amount due, applicable discount(s), and the terms thereof;
- 3.12.3 The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- 3.12.4 The Purchase Order or Contract number as supplied by the City; and
- 3.12.5 Identification by office or department where and to whom the goods were delivered or services provided.
- 3.12.6 All invoices shall be delivered to the Accounts Payable Dept., City of Fort Walton Beach, 107 Miracle Strip Parkway SW, Fort Walton Beach, Florida, 32548.
- 3.12.7 The invoice must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the

City; the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements are in compliance with those requirements.

XX 3.13 DISPUTE RESOLUTION: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City department or office which has the dispute along with a representative of the City's Purchasing Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than 45 days and be resolved not later than 60 days after the date on which the proper invoice was received by the City. If the issue cannot be resolved, then it will be submitted to the City Manager. Any decision by the City Manager shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision.

XX 3.14 LIQUIDATED DAMAGES: Work shall begin within seven (7) calendar days after Purchase Order or Notice to Proceed has been issued, and all work shall be completed within the job order's designated performance time, but in no case, later than 120 calendar days.

- 3.14.1 It is hereby understood and agreed by the bidder that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified in the bid document.
- 3.14.2 In the event these specified supplies, services, materials, or equipment are not delivered by the date specified, there will be deducted from the total contract price, not as a penalty but as liquidated damages, the sum of \$300 per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence, or default on the part of the City, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or its supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or its supplier(s), a reasonable extension of time as the City deems appropriate may be granted.
- 3.14.3 Upon receipt of a written request and justification for an extension from the contractor, the Purchasing Office may extend the time for performance of the contract or delivery of goods herein specified at the Purchasing Office's sole discretion for good cause shown.
- 3.14.4 In the event that the City should choose to permit the Bidder to continue the work after expiration of the contract time, or as such contract time may be extended, such will not operate as a waiver

by the City of its rights to recover liquidated damages. In the event that the City terminates the employment of the Bidder under the contract, the City shall retain the right to assess, collect, and recover liquidated damages from the Bidder and/or the Surety until the work under the contract is satisfactorily completed. The amount of liquidated damages will be deducted from the remaining balance of funds due the Bidder under the contract. In the event that liquidated damages which accrue prior to completion of the work under the contract should exceed the remaining balance of funds due the Bidder under the contract, the Bidder shall forfeit any rights to claim additional payments under the contract and both the Bidder and his Surety shall be liable for accrued liquidated damages in excess of the contract balance.

XX 3.15 BOND REQUIREMENTS

 X 3.15.1 Performance Bond equal to one hundred percent (100%) of the Contract price will be required.

 X 3.15.2 Labor & Material Payment Bond equal to one hundred percent (100%) of the Contract price will be required.

 X 3.15.3 Performance and Labor Payment Bonds shall accompany the contract, be signed, sealed and dated no earlier than the contract effective date and specifically refer to the contract, by date.

 X 3.15.4 Surety companies providing any bond must be listed in the latest Federal Register of the U.S. Department of Treasury, Circular 570 entitled "Surety Companies Acceptable on Federal Bonds" or otherwise acceptable to the City.

 XX 3.16 INSURANCE: Bidders must be eligible for and provide evidence of insurance coverage showing Bidder as Named Insured, with coverages that equal or exceed the City's minimum standards for the project. All insurance required must be provided by a company licensed to do business in the State of Florida and with an A.M. best rating of at least A-. Certificate of Insurance showing the City as a Certificate holder must accompany signed contract.

XX 1. Commercial General Liability

- Each occurrence for Bodily Injury/Property Damage \$2,000,000
- Products/Completed Operations \$2,000,000
- Annual Aggregate for Bodily Injury/Property Damage \$2,000,000
- Products Liability/Completed Operations \$2,000,000
- Fire Legal Liability Coverage \$ 100,000

This coverage shall include the following provisions:

- The City of Fort Walton Beach shall be an additional insured.

- The policy shall not be cancelled unless the City is given at least 30 days notice.
- Contractual Liability
- Any coverages which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated.
- **Commercial General Liability Insurance - Coverage under this policy must be provided on an "occurrence" basis, and not on a "claims made" basis.**

XX 2. Commercial Automobile Liability

Combined single limit for bodily injury and/or property damage \$1,000,000

This coverage shall include the following provisions:

- The City of Fort Walton Beach shall be an additional insured
- The policy shall not be cancelled unless the City is given at least 30 days notice.
- Contractual Liability
- Any coverages which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated
- Symbol "2" (Any Auto) or equivalent, shall be used to designate insured vehicles.

XX 3. Workers Compensation – to include coverage for any applicable Federal Acts including but not limited to Jones Act and/or United States Longshoreman & Harbor Workers Compensation Act.

- Coverage A In conformity with Florida Statutes
- Coverage B \$500,000/\$500,000/\$500,000

XX 4. Umbrella Liability

In lieu of providing insurance at the limits required for GL and Auto, Contractors may fulfill the requirements of this section by securing umbrella liability insurance coverage **provided that the combined total of the primary and umbrella coverages satisfy the minimum required insurance limits set forth in Section 3.16.**

Umbrella coverage shall include the following provisions:

- The City of Fort Walton Beach shall be an additional insured
- The policy shall not be cancelled unless the City is given at least 30 days notice.
- Contractual Liability
- Any coverages which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated.

XX 5. Contractor's Equipment Floater – Contractor shall be fully responsible for all risks and insurance coverages for Bidder's equipment, tools and other related vendor-owned parts.

XX 3.17 WAIVER OF SUBROGATION: Contractors must obtain a Waiver of Subrogation from all insurance carriers providing coverage under Section I in this Article for any and all claims which could be asserted against the City, its employees, agents, representatives, officers, directors, elected and appointed officials, and volunteers.

XX 3.18 WAIVER OF INSURANCE REQUIREMENTS: Notwithstanding anything to the contrary contained herein, the City reserves the right at all times, in its discretion, to alter, amend, and/or waive insurance requirements set forth in this Section where the insurance carried and/or to be provided by the Contractor is deemed reasonable, sufficient and adequate to protect the interests of the City, provided that the City shall take no steps to impose more stringent and onerous insurance requirements on the Contractor than those contained herein.

XX 3.19 SUBCONTRACTOR(S): Unless otherwise stated in the contract documents or the bidding requirements, the contractor, as soon as practicable after award of the contract, shall furnish in writing to the City the names of persons or entities, including those who are to furnish materials or equipment fabricated to a special design, proposed for each principal portion of the Work. The City will promptly inform the bidder in writing whether it has reasonable objection to any such proposed person or entity. The City may consider the use of any particular subcontractor when evaluating whether a bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference. Contractor shall be fully liable and responsible to the City for all acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, to the same degree and extent as he is liable and responsible for the acts and omissions of his own employees and other persons directly employed by him.

XX 3.20 CONSTRUCTION OF SPECIAL CONDITIONS: If any specification or general condition of this Invitation to Bid conflicts with any special condition, the special condition shall have precedence over the general condition.

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4.0 ADDITIONAL CONTRACT TERMS AND CONDITIONS:

- 4.1 NOTICE TO PROCEED - The City shall issue a signed Purchase order and official Notice to Proceed for the services referenced in this ITB and resulting contract. The Notice to Proceed shall be sent via facsimile or email. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed.
- 4.2 CHANGES IN SCOPE OF WORK -
- 4.2.1 “Additional work” shall be defined as work that results from a change or alteration in plans concerning the scope of work of the task order, or added work necessary to meet the performance goals of the scope of work.
- 4.2.2 “Extra work” shall be defined as work not required under the scope of work of the task order, is something done or furnished beyond the requirements of the task order, and is entirely outside and independent of the scope of work and not contemplated by it.
- 4.2.3 “Change Order” shall be defined as a written instrument prepared by and signed by the City and Bidder, stating the specific agreement upon all of the following: the change in the scope of work, the amount of the adjustment, if any, to the task order price, and the adjustment, if any, to the task order completion time.
- 4.2.4 No claim for additional or extra work will be considered or paid by the City unless a request for a Change Order is first submitted in writing by the Bidder and authorized by the City as a Change Order.
- 4.2.5 The City Manager may request and approve change orders to the task order consisting of additions, deletions, extra work, or other revisions so long as each change order does not exceed \$20,000 and all change orders, in the aggregate, do not exceed ten percent (10%) of the total Purchase Order price.
- 4.2.6 The City Council must approve any single change order that exceeds \$20,000 or if the aggregate amount of change orders will exceed ten percent (10%) of the total Purchase Order price.
- 4.2.7 All change orders shall be considered a written addendum to the Contract.
- 4.2.8 Winning Bidder is not authorized to approve any additional or extra work, grant authority for any work, issue a notice to proceed, recommend progress payments, or otherwise act as an agent of the City unless specifically authorized in writing by the appropriate City officials.

- 4.3 DELAYS/TIME EXTENSIONS - The City reserves the right, at its sole option, and for good cause shown, to grant to the Contractor additional time for completion of the contract.
- 4.3.1 Any and all granting of additional time for completion of the work under the contract must be initiated by written request from the Contractor. For the request to be considered, it must be received by the City no later than seven (7) calendar days following the time that the event which prompted the request occurs. It is the Contractor's responsibility to include in the written request the specific and detailed reasons that he feels he deserves additional contract days in order to complete the contract.
- 4.3.2 No such extension shall be made for delay occurring more than seven (7) calendar days before claim therefore is made in writing to the City.
- 4.4 TEMPORARY SUSPENSION OF WORK - The City shall have the authority to suspend the work wholly or in part as it may deem appropriate where the Contractor fails to perform the work in accordance with plans and specifications.
- 4.4.1 In the event that the City suspends the work as a result of the failure of the Contractor to comply with plans and specifications, the Contractor shall not be entitled to assert claims for additional time and/or money to complete the project and shall remain liable for satisfactory completion of the contract within the contract time.
- 4.4.2 An order to suspend the work for periods exceeding one calendar day shall be in writing and shall include specific reason for the suspension.
- 4.5 PAYMENTS –
- 4.5.1 PROGRESS PAYMENTS – Each progress estimate shall be an approximation of the proportionate value of the work done up to and including the date the estimate is made and shall be based on material in place and labor expended thereon, but no more than 90 percent of the Contract price of the work shall be paid in advance of full completion of the Contract and its acceptance by the City.
- 4.5.2 The City hereby agrees to pay to the Contractor as full compensation for all work performed under the contract, and/or supplemental agreements thereto, the monetary value of the actual quantities in the completed work according to the schedule of unit prices and/or lump sum prices set forth in attached proposal and/or duly authorized supplements thereto, and made a part of the contract.
- 4.5.3 Partial payments under the Contract shall be made at the request with an Application and Certification for Payment (AIA Document G702) by the Contractor not more than once each month, based upon partial estimates agreed to by the Contractor and City and shall be furnished to and approved by the City prior to transmittal to the City payment.
- 4.5.4 All partial estimates and progress payments shall be subject to corrections in the estimate rendered following the discovery of any error in any previous estimates.

- 4.5.5 The payment of the partial estimate shall be taken as verification that the work has been performed and that its quality is satisfactory; however, it will in no way serve as a release to the Contractor for the responsibility of any portions thereof. The work and any particulars relating thereto shall be subject to revision and adjustment by the City at any time prior to final payment, regardless of any previous action taken.
- 4.5.6 There shall be reserved from the payments provided for the Contract ten percent (10%) of the estimates submitted, this sum to constitute a trust fund for the protection of and payment to any person or persons, mechanic, subcontractor or materialmen who shall perform any labor upon such contract, or the doing of said work, and all persons who shall supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work, and shall be withheld for a minimum of forty five (45) calendar days after final acceptance of the completed contract.
- 4.5.7 After the expiration of the forty five (45) calendar day period and all other contract conditions have been met, the reserve in excess of a sum sufficient to discharge the claims of materialmen and laborers who have filed their claims, together with a sum sufficient to defray the cost of such action and to pay attorneys' fees, shall be paid to the Contractor.
- 4.6 CLAIMS FOR EXTRA COST – If the Contractor claims that any instructions by drawings, or otherwise, involve extra cost under this contract, Contractor shall give the City written notice thereof within five (5) calendar days after the receipt of such instructions and, in any event, before commencing the procedure.
- 4.6.1 The City shall determine whether the Contractor is entitled to be compensated for such extra cost and shall make any required adjustments in accordance with Article 18 of these general terms and conditions.
- 4.6.2 If no written claim is made within this five (5) calendar-day period, the Contractor will be deemed to have waived any claim for extra cost for such work.
- 4.6.3 Claim for damages or delays of the work shall not be made by the Contractor for a relocation of the construction operation or portions thereof to other locations within the geographical scope of the project, when in the opinion of the City, such relocation is necessary for the most effective prosecution of the work and may be accomplished without undue hardship.
- 4.7 PAYMENTS WITHHELD - In addition to the percentage provided in Section 4.1.6, the City may withhold such amounts from any payment as may be necessary to protect itself from loss on account of:
- 4.7.1 Defective work not remedied;
- 4.7.2 Claims filed or reasonable evidence indicating probable filing of claims;
- 4.7.3 Failure of the Contractor to make payments properly to subcontractors or for material or labor;

- 4.7.4 A reasonable doubt that the contract can be completed for the balance then unpaid;
 - 4.7.5 Damage to another contractor;
 - 4.7.6 Failure to submit required reports; or
 - 4.7.7 Modifications of the contract which necessitate the execution of change orders prior to payment of funds.
- 4.8 LIENS - The Contractor shall be responsible for obtaining and furnishing certificates of lien or non-lien to the City at the expiration of the retainage period, and prior to payment of any reserve withheld.
- 4.8.1 Neither the final payment nor any part of the retained percentage shall come due until the Contractor shall deliver to the City a complete release of all liens arising out of this contract, or receipts in full in lieu thereof.
 - 4.8.2 If required by the City, an affidavit that so far as Bidder has knowledge or information, the releases and receipts include all labor and material for which a lien could be filed; but if any subcontractor refuses to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to the City to indemnify the City against any lien, construction cost, or attorney's fees.
- 4.9 LIQUIDATED DAMAGES - Furthermore, nothing contained in Section 4.5 shall be deemed to limit the right of the City to withhold liquidated damages as permitted under Section from any amounts which may be due and owing the Contractor for work performed under the contract.
- 4.10 MAINTENANCE WARRANTY - The Contractor shall perform any maintenance warranty work which is required during a period of one (1) calendar year from the time of the recorded date of acceptance of the work.
- 4.10.1 Such maintenance shall include but is not limited to proper filling of settled trenches, leveling of all new irrigation heads, new valve boxes, and new catch basins, or earth fill and repairing of damage caused by such settlement, repairing cracks or other failures in cart paths, manholes or other structures, or other reasonable repairs.
 - 4.10.2 Written notice shall be given by the City or his representative when maintenance warranty work is deemed necessary. Costs arising from such repairs shall be paid by the Contractor.

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SECTION 5 – SCOPE OF WORK / SPECIFICATIONS OVERVIEW

5.0 **INTENT** - The City is seeking a qualified contractor, licensed in the State of Florida, to install a new irrigation system, at the City Golf Course, located at 1955 Lewis Turner Blvd, Fort Walton Beach, Florida, 32548. **This project is for the LABOR only.** All materials will be provided by the City, using Toro products provided by Jerry Pate Irrigation. The Contractor shall coordinate with the City.

5.1 **BACKGROUND** – The City of Fort Walton Beach Golf course covers 326 acres. However, this project will cover only the 18-hole course at The Pines course, 9 holes of The Oaks Course, and the driving range complex.

5.1.1 **PROJECTED BID SCHEDULE** - The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the ITB process and contract negotiation.

5.1.2 **Timetable:**

Event	Date
Post Invitation to Bid	October 14, 2021
Site Visit/Pre-Bid Meeting	October 26, 2021
Last Date for Receipt of Written Questions	November 5, 2021 4:00 pm
Last date for Addenda Issued (If Applicable)	November 9, 2021
Bid Due/ Bid Opening Date	November 16, 2021 2:30 pm CST
Staff Recommendation & City Council Award (tentative date)	December 14, 2021
Contract & Notice to Proceed signed	December 20, 2021
Purchase order issued	Prior to January 2, 2022
Pre-Construction Meeting	1 st week in January
Performance completion (120 calendar days)	April 20, 2022 (tentative)

5.2 **SCOPE OF WORK OVERVIEW** Bidders shall thoroughly examine the project site and be familiar with the drawings and specifications. The failure or omissions of any bidder to examine the site or any form, instrument, addendum, or other documents shall in no way relieve any bidder from any obligations with respect to their bid. The submission of a bid shall be taken as prima facie evidence of compliance with all requirements.

- 5.2.1 Detailed specifications can be found in this ITB. Both Irrigation drawings and layout of the golf course are included in the various exhibits. Should a Bidder find discrepancies in, or omissions from the plans, specifications or other contract documents, or is in doubt as to their meaning, they should at once notify the City in order that a written addendum may be sent to all bidders.
- 5.2.2 Installation will be per the plans and specifications herein.
- 5.2.3 The Bidder shall be responsible for all required permits.
- 5.2.4 The Bidder shall provide all equipment, tools and labor required for the project.
- 5.2.5 Irrigation Drawings – See Exhibit A1, A2 & A3 (Specs).
- 5.2.6 Golf Course Maps – See Exhibit B1 (Aerial) & B2 (course layout).
- 5.2.7 Materials List: See Exhibits C1, C2 & C3 for complete lists. The CITY reserves the right to add to or delete from unit quantities without issuance of a change order or consent from the Bidder.

- 5.2.8 **Materials Storage:** The temporary onsite location of materials will be onsite, under the supervision of City. The Bidder shall be responsible for the disposal of debris and old materials not held by the City. SEE ALSO SECTIONS 6.5.2 and 6.8.4

5.3 PERFORMANCE SCHEDULE:

- 5.3.1 **The Bidder shall commence performance within ten (10) calendar days of issuance of Notice to Proceed.**
- 5.3.2 **This is a time sensitive project and by responding to this bid, the Bidder understands that all work performed shall be completed no more than one hundred and twenty (120) calendar days after the Notice to Proceed is issued.**
- 5.3.3 The Bidder agrees that the work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof in the time specified. It is expressly understood and agreed by and between the Bidder and the City that the time stipulated for the completion of the job takes into consideration the potential that adverse weather conditions and industrial conditions may cause delays in execution of the work, and the Bidder stipulates and agrees that historically normal weather conditions and industrial conditions shall not constitute grounds for extension of the time for completion of the work contemplated under the contract unless authorized by the City.
- 5.3.4 **PRE-CONSTRUCTION CONFERENCE** - Within ten (10) days of the date of the City's Notice to Proceed, the winning bidder and/or its project superintendent shall meet with the City and representatives of the City for a pre-construction conference. The Bidder shall submit the final construction schedule at this meeting. Procedures for administering the contract will be discussed. The meeting shall be held at a location designated by the City.

5.4 **GENERAL REQUIREMENTS** - All work shall be completed by the successful bidder and include all necessary labor and equipment needed to complete the work. The selected contractor shall complete all the work in conformance with City, County, State and Federal regulations.

- 5.4.1 **MOBILIZATION:** This work consists of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; the establishment of all offices, buildings and other facilities necessary for work on this project. Payment for mobilization shall be included in the contract lump sum.
- 5.4.2 **MAINTENANCE OF DRAINAGE:** The Bidder shall maintain adequate drainage during construction. The Bidder shall provide for the removal of water from the work area and shall maintain the work area reasonably dry at all times. Performance of this work is not payable directly, but shall be considered as a subsidiary obligation of the Bidder, covered under the contract price for the construction items.

5.5 **BIDDER'S QUALIFICATIONS** - The Bidder shall have a minimum five (5) years irrigation experience with projects of similar complexity and have completed a minimum of three (3) equivalent jobs in at the last three years.

5.5.1 Bidders must have an active Florida contractor's license to do golf course irrigation installation and would otherwise be qualified to do business in the State of Florida on a construction project of this size and within the time frame allotted by the contract.

5.5.2 Financial data to be requested would necessarily include proof of licensure, proof available insurance, and proof of qualifications to do business in Florida.

5.6 **PERSONNEL:** Bidder's Personnel / Staff / subcontractors must be clearly identified, either with uniform or ID badge while working within the City limits.

5.6.1 The Bidder shall be responsible for supervision of all employees and personnel required for the project. The Bidder shall employ a construction superintendent or foreman at the work site who shall have full authority to act for the Bidder. Such representative shall be acceptable to the City. Contractor shall also furnish to the City, a list of all emergency personnel for after normal hour contact with their after-hour telephone numbers, pager numbers, etc.

5.6.2 The Contractor and each subcontractor shall, insofar as is practicable, give preference to qualified local labor in the hiring of workers for the project.

5.7 **SITE VISIT** – Prospective bidders are strongly encouraged to attend the Pre-Bid site visit on October 26th for the purpose of gathering additional technical information. If additional visits are needed, bidder may contact the Purchasing Division as listed in Section 2.12.4 to schedule an appointment.

5.7.1 On request in advance, City will provide any Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

5.7.2 On request of winning bidder, the City will furnish the Contractor without charge two (2) sets of plans and two (2) sets of specifications.

5.7.2.1 If, in the course of the work, the Contractor finds any discrepancy between the drawings and the physical conditions of the locality or any errors or omissions in the drawing or in the layout as given by points and instructions, Contractor shall immediately inform the City in writing; and the City, in writing, promptly shall verify such discrepancy and authorize the Contractor to make corrections, if necessary.

5.7.2.1 Until so authorized, any work done after such discovery will be done at the Contractor's risk.

5.8 COORDINATION & PROGRESS MEETINGS

- 5.8.1 During the course of work under this contract, the Bidder shall be responsible for keeping the City informed of the proposed work schedule.
- 5.8.2 The Contractor shall not put workers on the job or perform any work without prior knowledge of the City that such work is to be done, the place of work, and the scheduled starting time. A minimum 48-hour notification is required. The City reserves the right to deny the request without penalty.

5.9 INSPECTION

- 5.9.1 The City and its representative shall have free access to all parts of the work, and to all materials intended for use in the work. The Contractor shall furnish the City with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the specifications and the contract.
- 5.9.2 The work may be inspected as it progresses, but failure to reject or condemn defective work or materials at the time it is done will in no way prevent its rejection whenever it is discovered. If work is covered prior to inspection and the City requires it, the Contractor shall, at any time before the acceptance of the work, remove or uncover such portions of the finished work as may be directed.

5.10 DEFECTIVE WORK

- 5.10.1 All work completed by the Contractor at any time during the progress of the work shall be subject to the inspection by the City, who shall have full power to accept or reject any part thereof.
- 5.10.2 The Contractor shall remedy any defective or unsatisfactory work at no additional cost to the City. In the event the Contractor fails to initiate corrections within forty-eight (48) hours after written notice, the City shall have full right to have same done and to bill the Contractor for cost thereof.

5.11 FINAL INSPECTION

- 5.11.1 Upon notice from the Contractor that work is completed in accordance with the Specifications, the City shall make a final inspection of the work.
- 5.11.2 The Contractor will be notified of all instances where work fails to comply with the Scope of Work. The Contractor shall immediately make those alterations which will make the work fully comply with the Scope of Work.
- 5.11.3 If the inspection discloses any work as being unsatisfactory or incomplete and such work generates a formal punch list, the City will give the Contractor instructions for correction of same, and the Contractor shall immediately comply with such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the City will notify the Contractor in writing of its recommendation to the City for substantial completion and acceptance of the project.

5.12 OTHER CONSIDERATIONS FOR SCOPE OF WORK:

- 5.12.1 The Bidder shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Bidder's personnel and equipment shall be responsibility of the Bidder. Additionally, the Bidder shall pay for all personnel, taxes and fees necessary to perform under the terms of this contract.
- 5.12.2 Protection of Resident Workers - The City actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination.
- 5.12.2.1 Under the INA, employers may hire only persons who may legally work in the United States, (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S.
- 5.12.2.2 The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification. The Bidder shall establish appropriate procedures and controls so no services or products under the contract documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
- 5.12.2.3 The City reserves the right to request documentation showing compliance with this requirement.
- 5.12.3 OSHA – Precautions shall be exercised at all times for the protection of persons and property. Bidder shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for the same.
- 5.12.4 Licenses - The Bidder must be duly licensed in accordance with the State's statutory requirements to perform the work identified herein. Proof of licensure shall be submitted with the proposals. Required licenses shall be maintained and valid throughout the term of this contract.
- 5.12.5 Permits - The City is responsible for obtaining all applicable environmental and regulatory permits prior to the Bidder commencing operations. The Bidder is responsible for obtaining any necessary state contractor's licenses and local business tax receipts (BTR).
- 5.12.6 Damage to Property – The Bidder shall use every method at their disposal to protect all properties they are working on/ around. If the City project manager finds unnecessary damage to properties (public or private), the City shall invoke its authority to immediately terminate the contract and pay the Bidder for work completed to date. The termination shall be effective **immediately** upon written notice by the City to the Bidder.

- 5.12.7 Storage of Bidder's Equipment – The Bidder shall be responsible for locating areas in which to store their equipment. The City does have on-site areas to store equipment, which have basic secured limited access.
- 5.12.7.1 It is the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with the requirements of the safety and health regulations (OSHA) for construction projects of this type. Any safety measures or method of construction that is necessary in the construction of this project to comply with these regulations is the Contractor's responsibility, and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).
- 5.12.7.2 Should the Contractor elect to obtain areas for the purpose of storing equipment, or for the conducting of the contractor's work operations, the Contractor shall furnish the City a copy of the agreement between the Contractor and the City of the property prior to using the area (No direct payment). Any curb and gutter, sidewalk, driveway, etc., damaged by the Contractor when hauling materials or moving equipment in or out from this storage area shall be replaced in-kind at the Contractor's expense.
- 5.12.7.3 In the case of annulment of this contract before completion, from any cause whatever, and at the completion of the contract, the Contractor shall promptly remove any part or all of its equipment and supplies from the property of the City. In the event Bidder fails to do so, the City shall have the right to remove such equipment and supplies at the expense of the Contractor. Such expense shall be deducted from any payment due the Contractor.
- 5.12.8 Violations - The Bidder shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Bidder's or any Subcontractor's actions or operations during the performance of this contract. Corrections for any such violation shall be at no additional cost to the City.
- 5.12.9 Additional Work – The City shall retain the option to add work areas if it deems necessary.
- 5.12.10 Delays - In the event of temporary suspensions of work, during inclement weather, or whenever the City shall direct, the Contractor and his subcontractors shall take all necessary steps to carefully protect the project, work, and materials against damage or injury.

- 5.12.11 Underground Utilities - It shall be the responsibility of the Bidder to exercise due and reasonable care in locating the existing underground utilities as accurately as possible, ahead of the actual construction work.
- 5.12.11.1 Prior to commencement of work, Bidder shall have any utility located in his area(s) of work notified of the work that will be performed by the Bidder.
- 5.12.11.2 In the event that construction operations are to be done in the vicinity of the underground utility lines as shown on the drawings, the Bidder shall immediately notify the City and a representative of the respective companies, prior to doing any work in the area. This notification shall be given far enough in advance of proposed construction to avoid any delay in operations.
- 5.12.11.3 The Bidder shall be fully responsible for repairing or having repaired any and all damages to underground utilities, lines, fixtures, equipment, etc. that may result from his construction operations at no cost to the City. Bidder shall further defend, indemnify, and hold forever harmless the City, its employees, agents, representatives, directors, officers, elected and appointed officials, and/or from any and all claims which may be asserted by any persons or parties whomsoever for damages to underground utilities, lines, fixtures, equipment, etc. related to and/or resulting from any work performed by Bidder under the contract, including all claims, demands, causes of action and/or rights of action which may be asserted as a result of the sole negligence, liability, and/or fault of the Bidder, his employees, agents, and representatives, and/or the joint and/or concurrent negligence, liability, and/or fault of the Bidder with any other persons or parties whomsoever whether said lines are indicated on the drawings or not.
- 5.12.11.4 Utilities will be spotted prior to installation. It shall be the Contractor's duty to conduct the construction operations in such a manner as to preserve and protect all utilities from damage, to give adequate and timely notification (at least one week) to the proper authorities of the utility companies prior to the commencement of construction activity, and to cooperate with said authorities in the prosecution of the work. The City assumes no responsibility for any damages done to any utility as a result of work done under the performance of this Contract.
- 5.12.12 Sanitary Arrangements The City has existing restrooms on the golf course and those facilities are available for Bidder's workers.

5.12.13 Public Convenience and Safety - The Contractor shall at all times use due diligence avoid causing unreasonable obstructions to traffic while performing the work contemplated under the contract.

5.12.13.1 The convenience of the general public, the residents along and adjacent to the project, and the protection of persons and property are of prime importance and shall be adequately provided for by the Contractor.

5.12.13.2 No section of a road or cartway shall be closed to the public except by express permission of the City.

5.12.14 Use Of Completed Portions - The City shall have the right to take possession of and use any completed or partially completed portions of the work provided such occupancy or use does not substantially impede the Bidder's progress.

5.12.14.1 Such taking possession and use shall not be deemed an acceptance of any work not completed or partially completed in accordance with the Contract Documents.

5.13 **FINAL CLEAN UP** - Upon completion of the work and before acceptance and final payment is made, the Contractor shall clean and remove from the City's property all surplus or discarded materials, weeds, bushes, rubbish, temporary structures and equipment. Bidder shall restore in an acceptable manner all property, which has been damaged during the prosecution of the work, and shall leave the site of the work in a neat and presentable condition throughout.

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SECTION 6 – SCOPE OF WORK / DETAILS –

6.1 **EROSION CONTROL** During the construction phase of the golf course irrigation system, ecological and environmental degradation may occur in, but not necessarily be limited to, the form of wind, water, and gravity erosion. Due to the specific types of erosion control that will vary with the different climatic and topographical conditions of each site, it is the responsibility of the Contractor to install, maintain, and remove erosion control structures at the direction of the City.

- 6.1.1 The most commonly used techniques of erosion control, include but are not limited to silt fences, hay bales, diversionary swales, sediment traps, rock berms, rock dams, and water trucks.
- 6.1.2 Any erosion or sedimentation damage shall be repaired or cleaned up by the Contractor.
- 6.1.3 The Contractor may add structures with the approval of the City to insure that no erosion or sedimentation damage occurs. The Contractor shall remove these structures when the City determines that they are no longer necessary.
- 6.1.4 The Contractor shall sod any areas disturbed during the removal of erosion control structures. The City might require to be specified later. Such additional erosion protection shall be installed at an additional cost to the City.
- 6.1.5 The Contractor shall, at all times, keep workers and equipment on the job in sufficient numbers to meet the goals of the erosion control as dictated by the Construction Schedule. The City will have the right to order that additional workers and/or equipment be placed on the job when, in the City's judgment, progress on the work is behind schedule.
- 6.1.6 The responsibility for the erosion control by the Contractor shall end upon final acceptance of the golf course by the City, unless otherwise directed by the City.

6.2 **IRRIGATION SYSTEM - GENERAL -**

- 6.2.1 The work contemplated by these specifications consists of the provisions of labor, equipment, and services required for all work as described in the irrigation specifications. The City shall provide materials for the work as listed herein. The plans and specifications are intended to include everything obviously requisite for the proper installation of the work, whether each necessary item is mentioned herein or not. All work specified or called for on the drawings or in the detail drawings, shall be executed in accordance with all governing ordinances, laws, and regulations, and shall meet all local conditions. Any changes and/or additions in work necessary to meet ordinances, laws, regulations, and/or conditions will be made without additional expense to the City. Such changes shall have the prior written approval of the City.
- 6.2.2 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to City and to Bidder by City of such Underground Facilities or others, and City does not assume responsibility for the accuracy or completeness thereof.

6.3 IRRIGATION PERFORMANCE REQUIREMENTS

- 6.3.1 System design is based upon 150 psi static pressure at the pump station, with a minimum operating pressure at the irrigation heads of 90 psi.
- 6.3.2 Coordinate work of this section with other trades and schedule in a manner to avoid damage to other work and existing facilities to remain.
- 6.3.3 The Contractor, at all times, shall keep people and equipment on the job in sufficient numbers to meet the goals of the construction schedule.
- 6.3.4 The Contractor shall maintain at the job site a separate set of prints of the drawings for the sole purpose of recording with colored pencil the “as built” changes and diagrams of those parts of the work in which actual construction is significantly different from the contract drawings.

6.4 PROTECTION OF EXISTING FACILITIES AND STRUCTURES

- 6.4.1 The Contractor shall locate all existing utility structures on site.
- 6.4.2 The Contractor shall exercise due care to protect all existing facilities, structures, and utilities both above ground and underground on the site.
- 6.4.3 The Contractor shall also exert every effort to maintain amenities, including specimen trees and natural areas integral to the aesthetic of the golf course design.
- 6.4.4 If trenching is necessitated through existing cart paths, the Contractor shall cut the pavement or asphalt in a straight line to the width of the trench prior to trenching.
 - 6.4.4.1 Cart paths damaged due to installation shall be replaced in 4’ sections at the expansion joints or with asphalt “cold” or “hot “patch.
 - 6.4.4.2 Removal of cut pavement or asphalt and replacement with new pavement or asphalt “cold” or “hot “patch shall be the responsibility of the Contractor.
 - 6.4.4.3 The trenches in the pavement or asphalt shall be backfilled to grade, adequately compacted and maintained until new pavement or asphalt is replaced.
 - 6.4.4.4 Concrete replacement shall be made with 3000 psi concrete, 4” thick to match the width of the existing path. New concrete shall be finished with a medium broom finish.
 - 6.4.4.5 Any cart path repair cost shall be included in the Contractor’s lump sum price.
- 6.4.5 All damage to existing irrigation system components to remain in place shall be capped or otherwise repaired to prevent any future sink holes or settling of grades.

6.5 SALVAGE AND ABANDONMENT OF EXISTING IRRIGATION COMPONENTS (SEE PRICING SHEET for alternate bid items – Lines 2 & 3)

6.5.1 Contractor shall fill and compact any voids in the grade and set the final grade at grade of existing turf.

6.5.2 Existing controllers (approximately 13), heads (approximately 700) and swing joints shall be removed and delivered to the installation for their use as spare parts.

6.5.2.1 Contractor shall fill and compact any voids in the grade and set the final grade at grade of existing turf. All remaining appurtenances shall be capped to prevent future sink holes or settling of grades.

6.5.2.2 Any disturbed areas larger than 4' square shall be sodded.

6.5.3 Refer to Price Sheet (page 16) for Alternate bid options.

6.6 SUBMITTALS REQUIRED

6.6.1 Field quality-control reports – provided by Bidder.

6.6.2 Operation and maintenance manuals – provided by Jerry Pate Irrigation.

6.6.3 GPS as-Built Record Drawings – provided by Bidder

6.7 WARRANTIES

6.7.1 All work included under this contract shall be guaranteed by the Contractor against defects and malfunctions due to faulty workmanship for a period of not less than one year from the date of final acceptance by the City.

6.7.2 Upon being informed by the City of any defects or malfunctions, the Contractor shall perform all necessary repairs and/or replacements. Such repairs shall be done in a reasonably expedient manner at no additional cost to the City.

6.7.3 Neither the final certificate of payment nor any provisions in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty workmanship.

6.8 IRRIGATION PRODUCTS

6.8.1 The City shall be responsible for furnishing all materials required for construction of the irrigation system in accordance with the plans and specifications and any amendments thereto.

6.8.2 The City and Bidder will be responsible for storage of the material. Any material found to be defective before or after installation shall be replaced with new, through Jerry Pate.

6.8.3 Materials List – See Exhibit C1, C2 & C3.

6.8.4 Delivery, Storage and handling of Project Materials – Product will be purchased directly by the City from Jerry Pate Irrigation. Product orders shall be shipped by Jerry Pate, through common carriers, to the golf course. City will provide cargo box(es) to store materials securely, other than storage of pipe.

6.8.4.1 Bidder will accept delivery and be responsible for the offloading of all irrigation pipe and valves to the agreed upon storage/staging area, using their own equipment and staff. All materials shall be carefully stacked or stored on the grounds, and all work shall be done strictly in conformity with local laws regarding the same.

6.8.4.2 City will be responsible for the offloading of all other project materials at the delivery site.

6.8.4.3 City will work in conjunction with Jerry Pate and Bidder, to document and verify product received.

6.8.4.4 Bidder will cooperate and assist in the documentation of product used during installation.

6.8.4.5 Materials stored for extended periods shall be protected from the weather and conditions which may damage the material in a manner satisfactory to the City.

6.9 CONTROL LINES

6.9.1 Valve wiring shall be bundled, taped at minimum intervals of approximately 10' and laid in the trench to the right side of the pipeline as one faces the golf green from the respective tee of that golf hole.

6.9.2 Splices shall be made using wire nuts and epoxy-resin waterproofing kits. Wire splices shall be kept to an absolute minimum. All splices shall be placed in a plastic valve box with cover installed at grade. Splices at valve locations shall be made inside of the valve box.

6.9.3 All splice locations shall be noted on the “As built” plan.

6.10 LIGHTNING PROTECTION

6.10.1 All field controllers and central controller shall include factory-installed and factory-recommended highest level of lightning protection available and shall be connected to #6 solid bare copper wire running to at least 3 (perhaps more if Ohms readings necessitate) 10 foot copper grounding rods located in a triangular fashion. Grounding clamps will not be accepted.

6.10.2 All control equipment shall be grounded minimum as outlined in the manufacturer’s Installation Manual for Surge Protection, Wiring and Proper Grounding Requirements for Computer Control Systems or greater as herein specified. Each controller grounded shall test at no greater than 10 Ohms.

6.11 VALVES AND KEYS**6.11.1 Manual Gate Valves:**

- 6.11.1.1 The manual gate valves shall be flanged connections to the HDPE pipe flanged connection.
- 6.11.1.2 The Contractor shall supply two valve keys to the City.
- 6.11.1.3 Drain valves shall be installed at the lowest elevations on the golf course with a minimum of three locations.
- 6.11.1.4 Formed, concrete reaction backing shall be installed at every plug, cap, tee or bend.

6.11.2 Air Release Valves:

- 6.11.2.1 Air release valve shall be installed on any high inflection points in long runs (100' or greater) of piping without sprinkler head outlets.
- 6.11.2.2 The relative location is indicated on the irrigation plans but should be field adjusted to the highest point

6.12 CARE OF STREETS, SIDEWALKS, ROADS, EXISTING FEATURES, AND EXISTING VEGETATION

6.12.1. Bidder shall be required, at its own expense, to remove all excess materials, except those specifically stockpiled for later use by City, debris or other obstruction from the existing golf course immediately after the grassing has been completed.

- No cross streets, sidewalks, cart paths, or roads shall be wholly obstructed, except by special permission from the City or as stated elsewhere herein.
- The streets and roadways should remain clean at all times. Any debris or dirt, which may be wet from excavation, shall be removed as soon as practicable to minimize the hazard to traffic.

6.12.2 If at any time, the Contractor neglects to remove such materials or obstruction and place streets, sidewalks, and roads in suitable condition for traffic within the calendar day after having received written notice from the City, the City may do the work, and the cost thereof charged to the Contractor and deducted from his final estimate.

6.12.3 The Contractor shall be responsible for repair of all damages caused to the existing streets, roads, vegetation, golf course features, fairways and roughs by his operations at no extra cost to the City.

6.12.4 The Contractor shall repair or replace streets, sidewalks, roads and culverts to the satisfaction of the City and parties concerned.

SECTION 7 - EXECUTION OF THE WORK**7.1 GENERAL**

7.1.1 The Contractor shall diligently follow the Manufacturer's recommendations for installing pipe, valves, sprinklers, central controller, and all other appurtenances.

7.1.1.1 The Contractor shall install equipment of permanently fixed nature within one foot of the location staked by the Contractor and approved by the City so that installation conforms to requirements of sprinkler outlet spacing and pipe location as described in these specifications.

7.1.1.2 Field and laboratory tests required by the specifications shall be provided by the Contractor. City reserves the right to collect samples and perform their own tests to verify Contractor testing results.

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

7.1.2.1 The pipe shall not be laid in water or when trench or weather conditions are unsuitable for the work.

7.1.2.2 Water shall be kept out of the trench until the joints are completed.

7.1.2.3 When work is not in progress open ends of pipe and fittings shall be securely closed so that no trench water, earth or other substance will enter the pipes or fittings.

7.1.2.4 Any pipe that has the grade or joint disturbed after laying shall be taken up and re-laid.

7.1.2.5 Fittings at bends in the pipeline and at ends of lines shall be firmly wedged against the vertical face of the trench by means of concrete thrust blocks.

7.1.2.6 All pipe shall be assembled free from dirt and shall have burrs removed.

7.1.3 Locations and spacing of sprinkler heads and location of valves and accessories shall generally follow those lines indicated on the drawings.

7.1.3.1 In general, the pipelines shall parallel the edges of the fairways.

7.1.3.2 Each run of pipe and the location of each sprinkler and valve shall be flagged and reviewed by the City's Representative prior to installation.

- 7.1.3.3 The Contractor shall maintain at the job site a separate set of prints of the drawings for the sole purpose of recording with colored pencil the “as built” changes and diagrams of those parts of the work in which actual construction is significantly different from the contract drawings.
- 7.1.4 At the conclusion of the project, Contractor is to provide an as-built drawing produced by using GPS of the installed system.
 - 7.1.4.1 The GPS shall include all components of the irrigation system, fairways, tees, greens, bunkers, and cart paths.
 - 7.1.4.2 A set of such record prints shall be prepared and delivered to the City.
- 7.2 MAINLINE EXCAVATION AND LAYING OF PIPE
 - 7.2.1 Trenching – General
 - 7.2.1.1 The Contractor shall start the trenching of the main line trenches using a wheel trencher or other suitable equipment.
 - 7.2.1.2 The turfgrass must be protected with plywood or tarp on which the trench spoils can be placed.
 - 7.2.1.3 The Contractor shall haul off any spoils not suitable for backfill.
 - 7.2.1.4 All excavations shall be made by open cut.
 - 7.2.1.5 The banks of trenches shall be kept as nearly vertical as practical and where required shall be properly sheeted and braced.
 - 7.2.1.6 For utility trenches, drainage and irrigation, compact each layer of initial and final backfill soil material at 95 percent.
 - 7.2.2 Wherever wet or otherwise unstable soil that is incapable of properly supporting the pipe is encountered in the trench bottom, such soil shall be removed to a depth and length required and the trench backfilled to trench bottom grade as hereinafter specified, with coarse sand, fine gravel, or other suitable material. Bottom of trench grade shall be continued past ground surface deviations to avoid air pockets and low collection points in line. The minimum cover specifications shall govern regardless of variations in ground surface profile and the occasional deeper excavation required at banks and other field conditions. Excavation shall be such that a uniform trench grade variation will occur in all cases where variations are necessary. In no case shall the angle of deflection from one pipe length to another exceed 5 degrees.
 - 7.2.3 The Contractor shall install main and lateral pipes, wire, remote control valves, valve boxes, swing risers, gate valves, etc. At all times the Contractor shall follow the pipe manufacturer’s installation manual for the installation practices.

- 7.2.4 Concrete thrust blocking shall be installed at all tees, elbows, gate valves and reducers for 2.5" pipe. Size, location and installation of thrust blocks shall be in accordance with the manufacturer's installation manual and detail. Size of the thrust blocks shall be per manufacturer's recommendations for the soil type in which the pipe is installed. Care shall be taken to protect the undisturbed soil trench sides near the thrust block and to prevent the concrete from damaging the pipe. Thrust blocks shall be poured in place. No wiring shall be covered by concrete unless housed in a PVC sleeve. Any sleeve shall extend at least 12" beyond any concrete or obstruction.
- 7.2.5 Mainline trench shall provide a minimum of 24" cover.
- 7.2.6 Trench width shall allow for 4" of clearance on each side of pipe.
- 7.2.7 HDPE pipe, couplings and fittings shall be handled and installed in accordance with the manufacturer's recommendations. Each pipe length shall be properly spaced in joining to allow expansion and contraction.
- 7.2.8 All road crossings shall be made by cut and patch per the base standards.
- 7.2.9 **Additive Alternate Bid – Sodding Trenches: For trenching pipes LARGER THAN 4 inches, Contractor will be required to strip, preserve, and re-lay existing sod when installing irrigation pipeline, heads, etc. Backfill and relaying of sod shall occur quickly enough so that removed sod and turfgrass covered by the protective barrier during excavation is not damaged beyond recoverability. See Price Sheet – Line 4 (pg 16).**
- 7.3 BACKFILL OF MAINLINE FOR TEST
- 7.3.1 The Contractor shall notify the City after splices are insulated. Wire, piping and thrust blocks shall be inspected and approved prior to backfill.
- 7.3.2 The Contractor shall place the bedding material over top of pipe, to the top of the ditch.
- 7.3.3 When pipe is adequately protected, balance of backfill may be placed by machine in no less than three lifts of no more than 8" lifts at one compaction. Compact each layer before the next layer is applied. 95% compaction on backfill material is required. If settling occurs within one year from the date of final acceptance, then the Contractor shall bring the settlement back to finish grade with appropriate fill material at no cost to the City.
- 7.3.4 The Contractor shall be responsible for the restoration of all areas of work including irrigation system installation, staging areas, and all areas of access to the field. **No trenching shall be performed in a day that cannot have pipe installed in it and be backfilled in that same day.**

7.4 TEST OF MAIN

- 7.4.1 Prior to testing, the Contractor shall flush all lines with clean water to remove debris that may have entered pipes during installation.
- 7.4.2 Contractor shall pressurize the main line to ensure that no leaking occurs.
- 7.4.3 Flushing:
 - 7.4.3.1 Extreme care shall always be used during flushing and pressurization.
 - 7.4.3.2 Mainlines shall be flushed as each section is added to the system and a gate valve installed. Lateral lines should not be connected to the mainline prior to flushing of the mainline.
 - 7.4.3.3 Laterals must be flushed prior to installation and operation of the sprinklers.
 - 7.4.3.4 Any flushing through the sprinklers may result in the replacement of the sprinkler subjected to flushing with a new sprinkler and the Contractor will be responsible for all labor and materials necessary in the replacement.

7.5 LATERAL LINE INSTALLATION

- 7.5.1 The HDPE pipe under four inches (4") shall be installed by pulling pipe methods.
 - 7.5.1.1 Methods of installation shall be in accordance with pipe manufacturer specifications and recommendations.
 - 7.5.1.2 Lines shall be flushed thoroughly, then capped and tested at the minimum of 125 PSI (not to exceed 150 PSI at any point) for one hour prior to installation of sprinkler heads and back-filling of holes. Testing is to be done with swing joints in place.
 - 7.5.1.3 Trenches shall be backfilled, and all loose dirt and debris cleaned up immediately following completion of pressure tests.
- 7.5.2 Sodding:
 - 7.5.2.1 Contractor will be required to strip, preserve, and re-lay existing sod when installing irrigation pipeline, heads, etc. which leave a larger open soil square footage of 4 square feet. This will be required only in areas of existing turf.
 - 7.5.2.2 Backfill and relaying of sod shall occur quickly enough so that removed sod and turfgrass covered by the protective barrier during excavation is not damaged beyond recoverability.
- 7.5.3 Excavated soil will not be allowed to remain on existing grassed areas.

7.6 SPRINKLER HEADS

- 7.6.1 All sprinklers shall be installed on swing joints as shown in detailed drawings. The Contractor shall backfill around the swing joints and remove all large rocks, roots, or foreign debris from the vicinity of each sprinkler head. The Contractor shall be sure to adequately compact around each head to insure no further settling. If settling occurs, then the Contractor shall bring the head to grade at no extra cost to the City.
- 7.6.2 Spacing shall be 75 feet generally and shall not exceed the maximum spacing as recommended by the manufacturer.
- 7.6.3 No sprinklers, or valve boxes, shall be placed in the approach area to the green.
- 7.6.4 No sprinklers shall be installed on severe slopes that will hinder its effective coverage pattern.
- 7.6.5 Sprinklers shall be located as shown on the plan documents to provide the coverage as designed.
- 7.6.6 Sprinkler heads shall be installed in plumb position at intervals not to exceed those shown and in the approximate location and configuration shown on the plan.
- 7.6.7 Sprinkler heads shall be installed flush to the finish grade.
- 7.6.8 Sprinkler swing joints shall be made up as shown on the Irrigation Plan. All nipples shall be minimum lengths required to allow sprinkler head adjustment motion without inducing load on the supply pipe.
- 7.6.9 All sprinklers shall be wired in accordance with wire pulls delineated in plan documents.

7.7 CONTROL EQUIPMENT

- 7.7.1 The controller shall be installed following the recommendations of the manufacturer of the equipment and in accordance with the detail drawings accompanying this contract specification.
- 7.7.2 Electrical wiring shall be installed according to all applicable electrical codes.

7.8 VALVE BOXES, DRAINS, ETC. - All valve boxes, drain boxes, or any other miscellaneous marker or access boxes shall be installed so the top of said structure matches existing adjacent grades.

7.9 ISOLATION VALVES

- 7.9.1 Proposed isolation valves shall be sized to their line sizes as shown on the plan, unless otherwise noted. Isolation valves shall be thrust blocked as shown in the detail drawings.

- 7.9.2 Install all gate valves as indicated on the plans or as may be required for the proper control of the piping systems in which they are incorporated.
- 7.9.3 Gate valves shall be installed in valve boxes or approved equal with covers. Contractor shall provide two keys for the operation of gate valves.
- 7.10 AIR RELIEF VALVES - Air release valves shall be installed at or near any high inflection points in long runs of piping without sprinkler head outlets and/or at the locations indicated on the irrigation plan.
- 7.11 SURGE PROTECTION –
- 7.11.1 It is the responsibility of the Contractor to provide surge protection for all electrical equipment and wiring installed by it in relation to the irrigation contract.
- 7.11.1.1 The Contractor shall place a good grounding electrode at each controller or Smart Hub location.
- 7.11.1.2 This grounding electrode shall (at the very minimum) be copper clad steel with three grounding rods a minimum diameter of 5/8” and a minimum length of ten (10) feet in a triangular fashion attached to 25’ of #6 bare copper.
- 7.11.1.3 The grounding electrode used should have a reading of no more than 10 ohms resistance to the ground in which it is driven or placed. If the resistance is above 10 ohms, then additional grounding electrodes, located in the direction of the irrigated area, shall be placed in a triangular fashion as per detail. The automatic controller (or control group) shall be located outside the triangular configuration.
- 7.11.1.4 All grounding electrodes shall be cad welded. One ground rod box shall be provided for each grounding electrode.
- 7.11.1.5 It is highly recommended that the City’s Representative add magnesium sulphate on a periodic basis to improve ground conductivity and test all grounds annually.
- 7.11.2 Resistance to the grounding electrode shall be measured by using a direct reading Earth Resistance Testing instrument as manufactured by AEMC, Inc. of Boston, Massachusetts or a similar type measuring instrument. These measurements are the responsibility of the Contractor and shall be provided to the City’s representative. NOTE:
- 7.11.2.1 --- 0 – 5 OHMS – Excellent grounding protection
- 7.11.2.2 --- 5 – 10 OHMS – Good or acceptable grounding protection
- 7.11.2.3 --- Above 10 OHMS – Unacceptable grounding protection, steps are required as described above to improve the ground potential to 10 OHMS or less

7.12 COMPUTERIZED CENTRAL CONTROLLER - All computer designed central systems shall include an uninterruptible Power Supply and a wall mount AC receptacle modem protector (DB420).

7.13 OPERATION AND MAINTENANCE OF SYSTEM

7.13.1 The Contractor shall be responsible for the continuous automatic operation of the irrigation system during the construction period or until acceptance by the City.

7.13.2 The City shall accept the irrigation system on a hole or partial hole basis before any grassing is performed.

7.13.3 The Contractor shall keep a technically qualified person on the job full time and maintain adequate labor, equipment and supplies at the site to immediately repair the system or components in the event of any leak or failure.

7.13.4 During the interim between failure and repair, the Contractor shall cause the affected area to be irrigated manually as required to prevent damage to the golf course.

7.14 APPLICABLE SPECIFICATIONS:

7.14.1 Federal specifications:

- WW-5-521e-24 June '83 Malleable Iron Pipe/ Fittings Screwed 150#
- WW-V-58 – 30 June '83 Gate Valves, C.I.
- WW-54b – June '83 Gate Valves, Brass Body 2
- CC-M641d – Sept. '64 Motor, AC (Integral H.P.)
- WW-P-406b – 17 Feb. '64 Pipe, Steel & Ferrous Alloy

7.14.2 Commercial standards:

- CS-5-46 Galvanized Nipples, malleable Iron Screwed 150#
- CS-256-63 Operating Pressure of PVC Pipe

7.14.3 American Water Works Association standards:

- C-500 Gate Valves
- C-100 Cast Iron Fittings
- C-207 Flanges, Steel Pipe
- 7A.6 Standard Specifications for Coal-Tar Enamel Protective Coating for Steel Water Pipe

7.14.4 Hydraulic Institute Publications

- Standards of the Hydraulic Institute (11th Edition, 1965)

7.14.5 American Standards Association Specifications

- B-2 Threads, Steel Pipe
- B16.91958, Pipe, Welded Steel

7.15 COMMISSIONING - TESTING AND ACCEPTANCE OF SYSTEM

- 7.15.1 Upon completion of the irrigation system, the entire system shall be tested for proper operation. All air will be flushed from the system and all components will be checked for proper operation by the Contractor.
- 7.15.2 The Contractor shall balance and adjust the various components of the sprinkler system so that the overall operation of the system is most efficient. This includes a synchronization of the controllers, adjustments to pressure regulators, pressure relief valves, part circle sprinkler heads, and individual station adjustments on the controllers.
- 7.15.3 The City reserves the right and access to inspections of the installation whenever necessary. The Contractor shall provide any labor and equipment required to successfully test and inspect the work. Inspections include, but may not be limited to, the following:
- 7.15.3.1 Inspection of materials to be used on the project,
 - 7.15.3.2 General inspection of installation by the City,
 - 7.15.3.3 Proper sprinkler location, coverage patterns and performance,
 - 7.15.3.4 Leakage test of the piping system and all valves,
 - 7.15.3.5 Inspection for trench settlement, proper grading and compaction of trenches, sprinklers, valve boxes and all components upon completion of the installation,
 - 7.15.3.6 Inspection for satisfactory repair, as a result of installation, of any damage to asphalt surfaces, blacktop, roadways, landscape, etc.,
 - 7.15.3.7 Testing of the automatic operation of all irrigation equipment and central control software.
- 7.15.4 Final Inspection with City - Any inconsistencies in regard to the specifications shall be noted by the City and a written copy of correction shall be given the Contractor.
- 7.15.5 Pressure Testing
- 7.15.5.1 The mainline system is to be constructed to withstand, when completed, a hydrostatic pressure 50% more than the operating pressure for a period of four (4) hours without showing a leakage in excess of one gallon per hour for each 1,000' of pipe.
 - 7.15.5.2 Upon completion of the installation, the Contractor is to notify the City in advance of the testing date to allow for the City to observe testing at their discretion.

7.15.6 Balance and Adjustment

7.15.6.1 The Contractor shall balance and adjust the various components of the sprinkler system so that the over-all operation of the system is most efficient at the direction of the City. This includes a synchronization of the controllers, adjustments to pressure regulators, changing nozzles, pressure relief valves, part circle sprinkler adjustments and individual station adjustments on the controllers, and set up of the initial central control program.

7.15.6.2 The Contractor may request the City assist in the balancing and adjustment of the system as it relates to its function and operation.

7.15.7 Notice of Completion

7.15.7.1 When the Contractor is satisfied that the system is operating properly, that it is balanced and adjusted and that all work and cleanup is completed, he shall issue the notice of completion to the City.

7.15.7.2 The notice of completion shall include the request for final inspection with date and time given. The inspection shall occur upon final completion of the installation but prior to the re-setting of the sprinklers after the settling process.

7.16 COMMISSIONING – AS-BUILT PLANS

7.16.1 Maintenance & Marking of Stakes:

7.16.1.1 Stakes shall be clearly marked and flagged to designate the type of equipment to be installed at each point. Stakes shall be placed accurately to allow equipment to be installed within one foot from the indicated position. Where a stake is offset from the indicated position, it shall be clearly marked to indicate the base position.

7.16.1.2 The Contractor shall maintain this staking and replace any stakes disturbed to the correct position until equipment is in place and its position is properly indicated on the Record As-Built hereinafter described. The staking shall then be removed.

7.16.1.3 Acceptance of the system is based on the Contractor supplying a completed as-built plan that is acceptable to the City or City's Representative.

7.16.1.4 As-built drawings will include locations of all valves (automatic and manual) and splice locations with triangulated measurements to each location as well as any deviations from the locations of pipe and heads as represented by the contract documents.

7.16.1.5. The as-built plan shall be GPS-produced and delivered in a digital format at a scale of 1"=100' and shall indicate the accurate

location, type and size of all pipe, valves, heads, controllers and/or wire splices. Power and pulse wire runs shall be indicated by dashed and dotted lines. Measurements relative to the nearest heads shall be recorded for all isolation and air release valves, all quick coupling valves, and all splices other than those associated with valve in-head solenoids, remote control valves, or satellite controllers. Control zone borders shall be indicated. The Contractor shall provide reproducible copies of the as built to the City and golf course representative upon completion of work.

7.16.2 Recording of As-Built Plan

- 7.16.2.1 The Contractor shall provide for or have provided methods to account for all equipment installed on the project. This accounting shall be extensive and include, but not be limited to, all the items discussed below.
- 7.16.2.2 The Contractor will be given one complete set of reproducible drawings of the irrigation system for use as necessary. Contractor shall maintain at all times, an updated irrigation plan (excluding details) on the sketches to accurately record construction.
- 7.16.2.3 The Contractor, and City, shall have access to all daily logs and revised record drawings, and updated schedules.
- 7.16.2.4 Contractor shall submit with each pay request to the City, the interim record drawings complete with the latest information pertaining to the installation as it is completed. These drawings shall include the date of the submittal and name of the individual preparing them. Failure to provide these interim submittals will result in disapproval of Contractor's pay request(s).
- 7.16.2.5 The Contractor shall prepare final Record Drawings. These drawings will be prepared from information noted during the staking of the irrigation system with the Contractor and specific notes and information provided by the Contractor as noted on the interim submittals.
- 7.16.2.6 The Contractor shall keep a qualified person on the job during the course of construction to measure, and record the locations of all system components, keeping a complete and accurate Record Plan as hereinafter specified.
- 7.16.2.7 Information to be included in the Record Drawings, located with GPS, and submitted to the City shall include, but not be limited to, the following information:
- Location of all sprinkler heads, type of each and a legend indicating all nozzles used in the project, if changed from plans, valves, changes in mainline direction, piping, wire

splices, quick couplers, etc.

- Listing of all equipment used in the project, by manufacturer and appropriate model number.
- Name of individual preparing drawings and the date of preparation.
- Dimensions of remote control valves, all gate valves, quick coupler valves from a minimum of two (2) fixed reference points (property pins, sprinkler heads, controllers, etc.).
- Source of water and electrical supply points.
- Routing of all electrical lines for the project with satellite station assignments displayed.
- Specific notes detailing unique installation conditions specific to the project.
- Dimensions between significant fittings (tees, crosses, 90 degree elbows, excluding service tees) on all main line piping and lateral lines of 4" and larger.

7.17 COMMISSIONING-TRAINING OF PERSONNEL IN OPERATION AND MAINTENANCE OF SYSTEM

7.17.1 The Contractor is responsible for familiarizing the City and the golf maintenance personnel in the operation and maintenance of the system. This responsibility shall not be waived due to acceptance of the system.

7.17.2 Contractor shall provide 24 hours of training on the operation of the system to the City and golf maintenance personnel.

7.17.3 The Contractor shall set the initial watering schedules and programming of the automatic controllers. Once the initial watering of any grassing has begun, the operation of the irrigation system and the schedule shall be the responsibility of the City's Turf Management Personnel.

7.18 COMMISSIONING – PROJECT MANUAL

7.18.1 The Contractor shall furnish copies of all available parts lists, troubleshooting lists, specification sheets, and catalog sheets to the City prior to final payment.

7.18.2 The Project Service Manual(s) shall be a bound booklet, specifically identified for this project. The Contractor shall prepare three (3) complete sets for submittal to the City and golf maintenance personnel.

7.18.3 This manual shall include the following information:

- Name, address, phone number of Contractor's project superintendent, and irrigation crew foreman.
- Product specification sheets from manufacturers' catalogues for all

equipment used in the project.

- Listing of all equipment used in the project with locations for service and/or replacement parts.
- Warranty information of all equipment used in the project with name, address, and phone number of firm(s) providing warranty service, both for parts and products.
- Project drawings and as-built drawings folded and inserted into folders to actual scale in rear of manual.

7.19 PROGRAMMING AND TRAINING

7.19.1 The irrigation computer shall be completely programmed to include all database entries such as station numbers, sprinkler type, radius and flow.

7.19.2 The flow management of the software will be programmed to ensure the most efficient operation to include pump capacity and mainline hydraulic flow zones.

7.19.3 The irrigation schedules and programs will be created.

7.19.4 The as-built digital file will be converted into the appropriate .shp files and the database information will be combined with the mapping software for the selected irrigation manufacturer.

7.19.5 Programming for the computer central system is to be provided by the Contractor and shall be part of the lump sum price.

7.19.6 The Contractor will coordinate the loading of the data and map in the irrigation computer as well as superintendent training with the local distributor.

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SECTION 8 - EXHIBITS

**EXHIBITS A1, A2 & A3
Drawings – 3 pages**

**Documents listed above are posted on
www.fwb.org/rfps or at www.BidNetDirect.com.**

EXHIBITS B1 & B2
Golf Course Maps – 2 pages

Documents listed above are posted on
www.fwb.org/rfps or at www.BidNetDirect.com.

**EXHIBITS C1, C2 & C3
Materials Lists – 3 pages**

**Documents listed above are posted on
www.fwb.org/rfps or at www.BidNetDirect.com.**

SECTION 9 – NOTICE TO BIDDERS**CITY OF FORT WALTON BEACH, FLORIDA
NOTICE TO BIDDERS****BID NUMBER: ITB# 22-001****Date: October 14, 2021**

The City of Fort Walton Beach will accept sealed bids at City Hall Annex until Nov. 16, 2021, at 2:30 PM, CST, at which time all bids received will be opened and read aloud at City Hall Annex, Purchasing Office, 105 Miracle Strip Parkway SW, Fort Walton Beach, FL for the following:

ITB 22-001 – Golf Course Irrigation System Replacement

Copies of Bid Provisions and Bid Forms may be found at the Florida Bid System website at www.BidNetDirect.com (registration required) or at the City of Fort Walton Beach website at www.FWB.org/rfps.

A NON-MANDATORY PRE-BID CONFERENCE AND SITE VISIT will be held on October 26, 2021 at 10:00AM, at the Fort Walton Beach Golf Course Clubhouse (on the veranda) located at 1955 Lewis Turner Blvd, Fort Walton Beach, FL 32547.

Additional technical information relative to this bid may be obtained from Giuliana Scott, Purchasing Manager, at (850) 833-9523 or gscott@FWB.org during normal business hours.

The City of Fort Walton Beach reserves the right to waive informalities in any bid; to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received, that in its judgment will be in the best interest of the City of Fort Walton Beach.

Mark outside of envelope: **ITB 22-001 – Golf Course Irrigation System Replacement**

Note: Any bidder failing to mark the outside of the envelope, as set forth herein may not be entitled to have their bid considered.

Address responses and deliver to: City of Fort Walton Beach
Attn: Purchasing Division
105 Miracle Strip Parkway SW
Fort Walton Beach, FL 32548

The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request.

For Hearing Impaired the TDD line that is honored throughout the United States is the Telecommunications Relay Service (TRS) and can be reached by dialing 711. Below is a link with the details:

https://www.fcc.gov/sites/default/files/telecommunications_relay_service.pdf