

**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: April 23, 2019

BID NO: ITB 19-014

OPENING DATE: May 23, 2019

OPENING TIME: 2:30 PM CST

BID REQUESTED:

The City of Fort Walton Beach invites bids for **ITB No. 19-014: CONSTRUCTION – REPLACEMENT OF EXISTING SEAWALL.**

Bids will be opened and publicly read aloud at Fort Walton Beach City Hall Annex Bldg - Training Room, 105 Miracle Strip Parkway SW, Fort Walton Beach, Florida at 2:30 PM CST on May 23, 2019. Bids must be SUBMITTED ON THE FORMS FURNISHED BY THE CITY and in accordance with 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. See Sec. 2.11.4.**

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, CPPB
Purchasing Agent

TABLE OF CONTENTS

BID REQUESTED 1

TABLE OF CONTENTS 2 - 3

SECTION 1 - FORMS 4 - 14

 1.0 Instructions For Submitting Bid..... 4

 1.1 Cover Sheet..... 5

 1.2 Bidder’s Certification..... 6

 1.3 Addendum Page 7

 1.4 References 8

 1.5 Drug-Free Workplace Form..... 9

 1.6 Public Entities Crime Form 10 - 11

 1.7 Anti-Collusion Statement..... 12

 1.8 Federal E-Verify Compliance Certification 13

 1.9 Price Sheet..... 14

SECTION 2 - GENERAL CONDITIONS 15 - 25

 2.1 Bid and Amendments..... 15 - 16

 2.11 Questions; Sole Point of Contact 16 - 17

 2.12 Sealed Bids only..... 17

 2.13 Receipt of Sealed Bids / Envelope label 17

 2.14 Bid Opening & process 18

 2.31 Right to Audit Records / Public Records 20 - 21

 2.33 Payments 21

 2.34 Termination for Default 21

 2.35 Termination for Convenience 21 - 22

 2.36 Claims 22

 2.37 Change Orders..... 22

 2.38 Requests for Additional Performance Time..... 23

 2.39 Liquidated Damages 23

 2.40 Additional Contract Terms - Independent Contractor Status..... 23 - 23

 2.40 Notice to Proceed 24

 2.41 - Final Inspection 25

SECTION 3 - SPECIAL CONDITIONS 26 - 29

- 3.1 Pre-Bid Meeting (N/A) 26
- 3.2 Performance Time 26
- 3.3 Familiarity with Site Conditions 26
- 3.4 Value Engineering 26
- 3.5 Bidder Qualification 26
- 3.6 Inspection 26
- 3.7 Fiscal Year Funding Appropriation 26
- 3.11 Florida Prompt Payment Act 27
- 3.12 Dispute Resolution 27 - 28
- 3.13 Bond Requirements (N/A) 28
- 3.14 Insurance Requirements 28 - 29
- 3.15 Subcontractors 29

SECTION 4 - SCOPE OF WORK 30 - 33

- 4.1 Intent 30
- 4.2 Summary of Work 30
- 4.3 Performance Time/Project Schedule 30
- 4.4 Specifications 30 - 31
- 4.5 Erosion Control 31
- 4.6 Demolition Material 31
- 4.7 Site Restoration 31
- 4.8 Final Inspection 31
- 4.9 Warranties 31
- 4.10 Workmanship 32
- 4.11 Project Coordination & Scheduling 32
- 4.12 Pre-construction Meeting 32
- 4.13 Site Visits 32
- 4.14 ITB Schedule 32
- 4.15 Permits 33
- 4.16 Business Tax Receipts (BTRs) 33

EXHIBIT A (Site Drawing) 34

EXHIBIT B (Site Map) 35

NOTICE TO BIDDERS 36

1.0 INSTRUCTIONS FOR SUBMITTING BID RESPONSE FOR ITB 19-014:

- 1.0.1 Bidders are expected to examine this bid form and all instructions. Failure to do so will be at the bidder's risk.
- 1.0.2 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.
- 1.0.3 Each bidder shall furnish all the information required on the bid form and each accompanying sheet on which he/she makes an entry.
- 1.0.4 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.
- 1.0.5 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.
- 1.0.6 AMERICANS WITH DISABILITIES ACT: Persons with disabilities needing a special accommodation to participate in this Invitation to Bid should contact the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request. For Hearing Impaired dial 1-800-955-8771 (TDD) or 1-800-955-8770 (VOICE) or e-mail clerk@fwb.org, 105 Miracle Strip Pkwy, Fort Walton Beach, FL 32548, at least seven days before the date the accommodation is necessary.

BID CHECKLIST: *Bidders are cautioned to assemble the bid packet using this check list:*

- _____ Invitation to Bid Cover Sheet with Total Amount Bid Stated on It
- _____ All Signed forms & reference page
- _____ Addendum Page (if any)
- _____ Licensing - copies
- _____ Pricing Sheet (2pgs)
- _____ Bid Envelope Prepared as Specified – Clearly Labeled and Properly Delivered

SPECIAL ITEMS (APPLICABLE TO THIS BID ONLY):

- N/A Performance Bond Requirements (See Special Conditions 3.13)
- XX Insurance (See Special Conditions-Section 3.14)
- XX Exceptions to Specifications on company letterhead (See General Conditions Section 2.7)

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

SECTION 1.1

COVER SHEET

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

TITLE:

ITB 19-014: CONSTRUCTION – REPLACEMENT OF EXISTING SEAWALL

ISSUE DATE: April 23, 2019

BID NO: 19-014

BID BOND – N/A

TOTAL AMOUNT OF BID OR BASE BID

\$ _____

Amount of Bid Bond (5% of base bid)	\$ <u> N/A </u>
Amount of Cashier's Check (5% of base bid)	\$ <u> N/A </u>
Amount of Certified Check (5% of base bid)	\$ <u> N/A </u>

Please specify -- All Items bid? 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

1.2 BIDDER’S CERTIFICATION - ITB 19-014

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 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

CONTACT EMAIL ADDRESS

DATE

1.3 ADDENDUM PAGE ITB 19-014

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

1.4 REFERENCES – ITB 19-014

Bidder shall submit as a part of the bid package, four (4) business references with name of the business, address, contact person, and telephone number. **All references shall be for similar products / services that have been delivered / provided within the last five (5) years.**

REGARDING PROPOSER / BIDDER: _____

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

1.5 DRUG-FREE WORKPLACE FORM ITB 19-014

The undersigned vendor, on _____, 2019, in accordance with Section 287.087, Florida Statutes, certifies that [company] _____ 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

1.6 PUBLIC ENTITY CRIME FORM – ITB 19-014 (2 PAGES)**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 # _____

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 ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who 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 n 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: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 2019, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires

1.7 ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discussed or compared his 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

Signature Name – Printed

Address

Title

Phone #

Email

Federal ID # or SS #

1.8 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.: _____

1.9 PRICING SHEET (2 pg2) - SUBMIT FORM WITH BID #19-014

VENDOR NAME:

Date:

The bid amounts specified herein are for fixed price work, which includes all prices for equipment, labor and material required to perform the work specified in this Invitation to Bid.

The Bidder, being familiar with the local conditions, nature and extent of work and having examined carefully the Specifications, terms and conditions herein, proposes to furnish all labor, materials, equipment and other items, facilities and services, without exception for the proper execution and completion of the contract, and if awarded the contract, to complete the said work within time limits as specified for the following bid prices:

NO.	ITEMS for ITB 19-014	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1	Erosion Control (turbidity curtain)	1	Lump Sum		
2	Removal & Disposal of Existing Wall	110	LF		
3	Hot Dipped Galvanized Hardware, Fasteners & Supports	1	Lump Sum		
4	Labor and Materials for the Installation of 2ft x 14ft Vinyl Seawall	110	LF		
5	Labor and Materials (without Hardware) for the Installation of 6'' 2.5 CCA Treated Pilings	1	Lump Sum		
6	Labor & Materials (without Hardware) for the Installation of 0.030'' Polyethylene Wrapping on 6'' Pilings from sea floor to 1FT above Mean High Water (MHW)	1	Lump Sum		
7	Labor and Materials (without Hardware) for the Installation of Marine Grade Ledgers, Joists, and Supports	1	Lump Sum		
8	Labor and Materials (without Hardware) for the Installation of Pressure Treated Timber Decking (2'' x 6'')	110	LF		
9	Clean Fill Dirt	20	CYD		

BASE BID TOTAL

NO.	ITEM	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
3A	Type 304 and 316 Stainless Steel Hardware, Fasteners, and Supports	1	Lump Sum		

NOTE 1: 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.

TOTAL ALTERNATIVE BID ITEM

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

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 is also required 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 owner 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 **PUBLIC ENTITY CRIMES:** A person or affiliate, as defined in § 287.133, Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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, Florida Statutes, 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, Florida Statutes.

2.6 **DRUG FREE WORKPLACE PREFERENCE FORM:** Pursuant to § 287.087, Florida Statutes, 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.

2.7 **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 **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.

2.9 **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.

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

2.11 **QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:**

2.11.1 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 in section 2.11.4.**

2.11.2 Any questions related to interpretation of specifications or the bid process shall be addressed to the Purchasing Agent, in writing, in ample time before the period set for the receipt and opening of bids. No inquiries, if received within ten (10) 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.

2.11.3 It will be the responsibility of the bidder 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.

2.11.4 Direct all questions to:

Giuliana Scott, CPPB, Purchasing Agent
Purchasing Division, City of Fort Walton Beach
105 Miracle Strip Parkway SW
Fort Walton Beach, Florida 32548
Telephone: (850) 833-9523 Fax: (850) 833-9643
Email: gscott@fwb.org
Website: <http://www.fwb.org>

2.12 **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.

2.13 RECEIPT OF BIDS, DUE DATE:

2.13.1 **Sealed bids shall be submitted to the Purchasing Division Office no later than 2:30 PM (CST), on May 23, 2019.** 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.

2.13.2 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 before the bid opening time.

Purchasing Division
City of Fort Walton Beach
105 Miracle Strip Parkway SW
Fort Walton Beach, FL 32548

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



Deliver to: Purchasing Agent – City Hall Annex Building
City of Fort Walton Beach
105 Miracle Strip Pkwy SW
Fort Walton Beach, FL 32548

SEALED BID DO NOT OPEN

SEALED ITB#: 19-014

ITB TITLE: Construction- Replace Existing Seawall

DUE DATE/TIME: 05/23/2019 2:30 PM – Central Time

2.14 **WITHDRAWAL OF BIDS:** Bidders may withdraw a bid after it has been deposited with the City Clerk's Office any time before the scheduled time for opening the bids.

2.15 **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 their 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 electronic submission for a sealed bid cannot be accepted.

2.16 **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.

2.16.1 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 best 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 an investigation shows is not in a position to perform the contract.

2.16.2 Award will be made in approximately ninety (90) 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 proceedings under this policy.

2.16.3 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 **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.

2.18 **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.

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

2.20 **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.

2.21 **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.

2.22 **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.

2.23 **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.

2.24 **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.

2.25 **INVOICING AND PAYMENT:** The supplier shall be paid upon submission of invoices to: Accounts Payable, City of Fort Walton Beach, 107 Miracle Strip Parkway 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.

2.26 **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.

2.27 **INSPECTION, ACCEPTANCE, AND TITLE:** Inspection and acceptance will be at the destination point 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.

2.28 **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.

2.29 **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.

2.30 **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.

2.31 **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.

2.32 PUBLIC RECORDS

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

**CITY CLERK – CITY OF FORT WALTON BEACH
107 MIRACLE STRIP PARKWAY SW
FORT WALTON BEACH, FLORIDA 32548
850-833-9509 clerk@fwb.org**

- 2.32.1 Contractor shall keep and maintain public records required by the City to perform the services contained in this Agreement. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.
- 2.32.2 Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term, and following completion of the contract if the Contractor does not transfer the records to the City.
- 2.32.3 Upon completion of the contract, Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records.
- 2.32.4 All public records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 2.32.5 Failure of Contractor to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.

2.32.6 If Contractor fails to provide the public records to the City within a reasonable time Contractor may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Contractor has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

2.33 **PAYMENT:** The City shall pay the Contractor the contract price in full as provided in the signed purchase order, after successful completion of the work.

2.34 **TERMINATION FOR DEFAULT**

2.34.1 The performance of Work under this Contract may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet the performance requirements of this Contract.

2.34.2 The City has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Contract, or if the Contractor fails to perform any other provisions of the Contract.

2.34.3 Failure of a Contractor to deliver or perform the required Work within the time specified, or within a reasonable time as determined by the City or failure to make replacements of rejected articles or Work when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles or Work of comparable grade to replace the articles or Work rejected, not delivered, nor completed. On all such purchases, the Contractor or its surety, shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Contract prices.

2.34.4 Such purchases shall be deducted from Contract quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City.

2.34.5 The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the City that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

2.35 **TERMINATION FOR CONVENIENCE**

2.35.1 The City may terminate this Contract at its convenience with an advance written notice to the Contractor.

2.35.2 In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled

and were placed prior to the effective date of termination and other reasonable costs associated with the termination.

2.36 CLAIMS

2.36.1 If the Contractor plans to make a claim for an increase in the Contract price or an extension in the Contract Schedule/Term, he shall first give the City written notice thereof, such notice shall be given within ten (10) calendar days after the occurrence of the event giving rise to such a claim. This written notice shall be given by the Contractor to the City, and a written approval secured from the City, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall immediately proceed.

2.36.2 No claim for extra work will be considered valid by the City unless first submitted in writing.

2.37 ADDITIONAL OR EXTRA WORK - CHANGE ORDERS

2.37.1 “Additional work” shall be defined as work that results from a change or alteration in plans concerning the scope of work, or added work necessary to meet the performance goals under this ITB.

2.37.2 “Extra work” shall be defined as work not required under the scope of work of this Contract, is something done or furnished beyond the Contract's requirements, and is entirely outside and independent of the Contract and not contemplated by it.

2.37.3 “Change order” shall be defined as a written instrument prepared by and signed by the City and Contractor, 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 Contract price, and the adjustment, if any, to the Contract completion time.

2.37.4 **No claim for additional or extra work will be considered or paid by the City unless a request for change order is first submitted in writing by the Contractor and authorized by the City as a change order.**

2.37.5 The City Manager, may request and approve change orders to the scope of this Contract 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 Contract price.

2.37.6 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 Contract price.

2.37.7 All change orders shall be considered a written addendum to any Contract signed pursuant to this ITB.

2.38 CONTRACTOR'S REQUEST FOR ADDITIONAL TIME

- 2.38.1 If the Contractor wishes to make Claim to increase the Contract Performance Time, a written notice shall be given within 5 calendar days from the probable cause of delay on progress of the Work.
- 2.38.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. This Request for Time shall be made within 5 calendar days of the adverse weather.
- 2.38.3 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the City, or of a separate Contractor employed by the City, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the City pending mediation and arbitration, or by other causes which the City Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the City Engineer may determine.

2.39 LIQUIDATED DAMAGES

- 2.39.1 If the Contractor fails to substantially complete the Work within the time specified in the Contract, including any time extensions, the Contractor shall pay the City as liquidated damages, the amount of \$100.00 for each day of delay.
- 2.39.2 The above amounts per calendar day are arbitrarily fixed and agreed upon by and between the Contractor and City, because of impracticability and difficulty in ascertaining actual damages City would sustain, and said amounts are agreed to as adequate coverage of damages which City would sustain by reason of inconvenience, loss of use of monies, or other additional costs.

2.40 ADDITIONAL CONTRACT TERMS:

- 2.40.1 Independent Contractor: An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Bidder is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Bidder shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Bidder's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Bidder, which policies of Bidder shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Bidder's funds provided for herein. The Bidder agrees that it is a separate and independent enterprise from the City, that it had

full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Bidder and the City and the City will not be liable for any obligation incurred by Bidder, including but not limited to unpaid minimum wages and/or overtime premiums. SEE Also Section 2.51.

2.40.1.1 The City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the Bidder under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statutes 768.28 as amended from time to time.

2.40.2 Notice to Proceed: The City shall issue an 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 and followed by regular mail. 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.

2.40.3 Subcontractors: Award Of Subcontracts & Other Contracts For Portions Of The Work

2.40.3.1 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 reply to the Contractor in writing stating whether or not the City, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the City to reply promptly shall constitute notice of no reasonable objection.

2.40.3.2 The Contractor shall not contract with a proposed person or entity to whom the City has made reasonable and timely objection. If the City has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the City has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

35.1.3 The Contractor shall not change a Subcontractor, person or entity previously selected without prior approval from the City.

2.41 FINAL INSPECTION

- 2.41.1 Upon notice from the Contractor that work is completed in accordance with the specifications, the City shall make a final inspection of the work. The Contractor will be notified of all instances where his work fails to comply with the specifications.
- 2.41.2 The Contractor shall immediately correct or complete all issues as well as defects that were identified by the City or a City representative.
- 2.41.3 Upon completion of the repair work the Contractor shall notify the City when it is ready for inspection. The City shall make a final inspection of the work and notify the Contractor of any necessary repair work that is not completed. The Contractor shall immediately complete all incomplete work and arrange for re-inspection.

This area left blank intentionally.

SECTION 3 - SPECIAL CONDITIONS - *If marked, the following Special Conditions apply to this Invitation to Bid:*

N/A 3.1 PRE-BID MEETING - NONE

XX 3.2 PERFORMANCE TIME: The Contractor shall deliver the required service within SIXTY DAYS (60) calendar days of issuance of Notice to Proceed.

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. Failure or neglect of a bidder to be familiar with the site of the proposed work shall in no way relieve the bidder from any obligations with respect to this bid.

XX 3.4 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 (10%) 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 3.5 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 3.6 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 3.7 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 3.8 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 3.9 EXECUTION OF CONTRACT: The successful bidder shall, within fifteen (15) calendar days after Notice of Award is issued by the Purchasing Agent, 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 3.10 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 3.11 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:

- 3.11.1 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);
- 3.11.2 The amount due, applicable discount(s), and the terms thereof;
- 3.11.3 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;
- 3.11.4 The Purchase Order or Contract Number as supplied by the City; and identification by office or department where and to whom the goods were delivered or services provided;
- 3.11.5 All invoices shall be sent to the Accounts Payable Division, City of Fort Walton Beach, 107 Miracle Strip Parkway SW, Fort Walton Beach, Florida, 32548.
- 3.11.6 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 3.12 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.

N/A 3.13 BOND REQUIREMENTS

N/A 3.13.1 Performance Bond equal to one hundred percent (100%) of the Contract price will be required.

N/A 3.13.2 Labor & Material Payment Bond equal to one hundred percent (100%) of the Contract price will be required.

N/A 3.13.3 Performance and Labor & Materials 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.

N/A 3.13.4 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 3.14 INSURANCE: Bidders must be eligible for and provide evidence of insurance coverage, which equals or exceeds 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-. Proof of Insurance must accompany the signed contract.

XX 3.14.1 Workers Compensation – SHALL include coverage for any applicable Federal Acts including but not limited to Jones Act and/or United States Longshoreman & Harbor Workers Compensation Act (USLH).

- Coverage A In conformity with Florida Statutes 440*
- Coverage B \$500,000/\$500,000/\$500,000

* For additional information, contact the Department of Financial Services, Workers’ Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

XX 3.14.2 Commercial General Liability

- Each occurrence for Bodily Injury/Property Damage \$1,000,000
- Products/Completed Operations \$1,000,000
- Annual Aggregate for Bodily Injury/Property Damage \$2,000,000
- Products/Completed Operations \$1,000,000

XX All coverage above 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.

- 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 3.14.3 Business Automobile Liability
Combined Single Limit - \$1,000,000

XX 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.
- 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 "1,2" (Any Auto) or equivalent, shall be used to designate insured autos.

XX 3.14.4 Pollution Liability Coverages-\$1,000,000 for each claim/ \$1,000,000 aggregate. 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.

XX General Policy Provisions

- The City of Fort Walton Beach shall be an additional insured under any General Liability, Business Auto, Umbrella and Professional Liability Policies using an ISO Additional Insured Endorsement form CG2014 or its equivalent.
- Coverage shall apply as Primary and non-contributory
- Waiver of Subrogation in favor of the City of Fort Walton Beach, Florida.

XX 3.15 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.

XX 3.16 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.

SECTION 4 – SCOPE OF WORK

4.1 INTENT – It is the intent of this solicitation to a contractor to perform repairs to the existing seawall located along Don’s Bayou at 530 Mooney Road NW, Fort Walton Beach, Florida, 32547. The scope of services for this contract will be for all labor and materials needed to complete the work in accordance with the approved details and specifications listed herein.

4.1.1 Contractor shall be a properly licensed contractor under existing Federal, State and Local laws, and qualified to perform the job as contained in this Scope of Work.

4.2 SUMMARY OF WORK – Contractor will be responsible for the removal and disposal of the existing vinyl seawall (approximately 110 LF), and the labor and materials for installing a new seawall.

4.2.1 It is the responsibility of the Contractor to furnish all services, labor, materials, equipment, tools, insurance, permits, and fees (if any) necessary to render the services, according to the scope of services set forth by the City.

4.3 PERFORMANCE TIME/SCHEDULE – **Work shall be completed no later than SIXTY (60) calendar days of issuance of Notice to Proceed. See details below:**

4.3.1 The Contractor shall commence process for all permitting/licensing required within fourteen (14) days of issuance of City’s Notice to Proceed.

4.3.2 The Contractor shall then mobilize within fourteen (14) days of receipt of issuance of City’s Building Permit.

4.3.3 The seawall must be replaced in entirety and opened for public use for the project to be considered substantially complete. **This is a time sensitive project and by responding to this bid the contractor understands that all work will be performed within the stated time.**

4.4 SPECIFICATIONS –

4.4.1 Deliveries/Materials: The Contractor will be required to deliver all equipment and other materials to the location of installation. Care shall be exercised in handling all materials and equipment, and the Contractor will be held responsible for any damage to the property and adjacent seawalls.

4.4.2 Seawall Replacement shall include:

4.4.2.1 Mobilization of all equipment and materials to the site.

4.4.2.2 Labor and materials for the installation of erosion controls both in the water and on land.

4.4.2.3 Removal and disposal of the entire existing seawall.

4.4.2.4 Labor and materials for the installation of vinyl sheets.

4.4.2.5 Labor and materials for the installation of 2.5 CCA treated pilings as specified in the details and directed by the City.

- 4.4.2.6 Labor and materials for the installation of 0.030-inch Polyethylene wrapping from sea floor to one (1) foot above Mean High Water (MHW).
- 4.4.2.7 Labor and materials for the installation of all marine grade ledgers, joists, and supports.
- 4.4.2.8 Labor and materials for the installation of pressure treated decking.
- 4.4.3 Installation of new seawall shall be appropriately adjoined on both ends of the work, to existing privately-owned adjacent seawalls.
- 4.5 EROSION CONTROL: The Contractor shall be responsible for installing the appropriate erosion control measures prior to the start of any construction activity. The Contractor shall also be responsible for the maintenance of the erosion control measures through the duration of the project. Erosion control measures include but are not limited to silt fencing, hay bales, turbidity curtains, etc.
- 4.6 DEMOLITION MATERIAL: The onsite location of stockpiled demolition debris must be mutually agreed upon by the City and Contractor prior to any placement. The Contractor shall be responsible for the debris and all associated offsite removal.
- 4.7 SITE RESTORATION: The Contractor shall be responsible for restoring the surrounding work area to its original condition. Items the contractor shall be responsible for replacing include but are not limited to all asphalt, sod, concrete, and timber boardwalk that is damaged during construction.
- 4.8 FINAL INSPECTION –
 - 4.8.1 Upon notice from the Contractor that work is completed in accordance with the Specifications, the City shall make a final inspection of the work. The Contractor will be notified of all instances where work fails to comply with the Specifications. The Contractor shall immediately make those alterations which will make the work fully comply with the Specifications.
 - 4.8.2 The Contractor shall immediately correct or complete all issues as well as defects that were identified by the City or his/her representative.
 - 4.8.3 Upon completion of the repair work the Contractor shall notify the City when it is ready for inspection. The City shall promptly make a final inspection of the work and notify the Contractor of any necessary repair work that is not completed. The Contractor shall immediately complete all incomplete work and arrange for re-inspection.
- 4.9 WARRANTIES – All materials and work shall have a warranty period of one (1) year, from date of completion, in addition to any and all manufacturer warranties.
 - 4.9.1 Clearly identify what is covered (both labor and materials), in your bid submittal and on the costs on the Price Sheet (Section 1.9).

4.10 WORKMANSHIP –

4.10.1 Where not more specifically described in this ITB, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services.

4.10.2 All work shall be executed by personnel skilled in their respective lines of work.

4.11 PROJECT COORDINATION & SCHEDULING

4.11.1 **During the course of work, the Contractor shall be responsible for keeping the City informed of the proposed work schedule.** The Contractor shall prepare a Construction Schedule to serve as a guide in managing the construction progress.

4.11.2 The Contractor shall not put workers on the job or perform any work without prior knowledge that such work is to be done, the place of work, and the scheduled starting time. **A minimum of one (1) week notification to the City is required.** The City reserves the right to deny the request without penalty.

4.11.2 In the event that any work subject to inspection or testing is installed without notification in time for such testing or inspection to be done, that work shall be subject to removal and replacement by the Contractor at no additional cost to the City.

4.12 PRE-CONSTRUCTION MEETING - The Contractor shall schedule a preconstruction meeting and site visit with City staff prior to any work being performed. The date, time, and location shall be mutually agreed upon by the City and the Contractor.

4.13 SITE VISITS – Visits to the property may be scheduled in advance, by calling Elizabeth McDonald, City Engineer, at 850-833-9632.

4.13.1 It is incumbent upon all bidders to examine the site and insure that they are aware of all conditions that may affect the contract work thereon and therein. The City will not be responsible for conclusions made by the Contractor.

4.13.2 No claims for additional compensation will be considered on behalf of any Contractor, Sub-Contractor, materials suppliers or others on account of that person's failure to be fully informed of all requirements of all parts of this bid.

4.14 ITB SCHEDULE

- April 18, 2019 – Bid Posted
- May 16, 2019 – Bid Opening
- June 11, 2019 – Tentative date to City Council
- June 17, 2019 – Contract Prepared & Signed
- June 24, 2019 – Notice to Proceed & Purchase order issued (dependent on receipt of contract signatures and issuance of required bonds).

- 4.15 PERMITS – **Permits are required.** It is the Contractor’s responsibility to verify permits needed to complete the work. The Contractor shall be responsible for obtaining and paying for all necessary permits/licenses, including but not limited to
- 4.15.1 Exemption verification from the Florida Department of Environmental Protection (FDEP) will be provided by the City.
 - 4.15.2 A City of Fort Walton Beach Building Permit.
- 4.16 BUSINESS TAX RECEIPT - A current Fort Walton Beach business tax receipt is required for this project. If the winning bidder does not have one, the following will apply:
- 4.16.1 If the business is located within the City limits of Fort Walton Beach, the applicable business tax must be paid as set forth in the City’s current business tax fee schedule.
 - 4.16.2 If the business is located outside the City limits of Fort Walton Beach and the business qualifies for an exemption pursuant to “Florida State Statute 205.065 Exemption; nonresident persons regulated by the Department of Business and Professional Regulation (DBPR)”, provide valid copies of a DBPR license and a Business Tax Receipt (BTR) from the county or municipality in the state where the permanent business location or branch office is maintained and a BTR will be issued at no cost. Otherwise, fees as set forth in the City’s current business tax fee schedule will apply.

This area left blank intentionally.

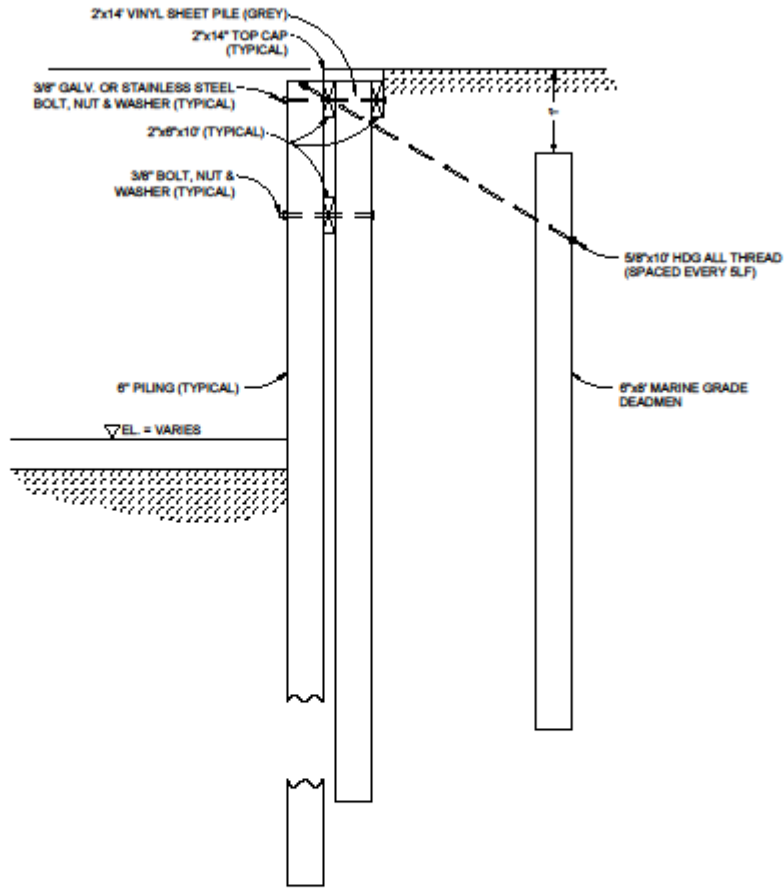
Exhibit A

Drawing of Seawall (1 pg)

City of FWB ITB#19-014

Exhibit A - Seawall Drawing

DON'S BAYOU TYPICAL SEAWALL SECTION



SECTION VIEW A-A
SCALE 1/2" = 1'

MARINE CONSTRUCTION NOTES:

- 1) VINYL SHEET PILE TO BE SHOREGUARD 650 OR APPROVED EQUIVALENT. DEPTH OF SHEET PILE SHALL EQUAL EXPOSURE HEIGHT.
- 2) ALL FASTENERS SHALL BE EITHER HOT-DIP GALVANIZED CONFORMING TO ASTM A153 AND ASTM A653 OR TYPE 304 AND 316 STAINLESS STEEL.
- 3) PILING SHALL BE 6" TIP DIAMETER OR LARGER.
- 4) PILING SHALL BE COMPATIBLE WITH MARINE GRADE CONSTRUCTION AND TREATED TO CCA 2.5 REQUIREMENTS.

City of Fort Walton Beach		
GIS Division		
SEAWALL SECTION		
APRIL 18, 2019	SHEET 1 OF 1	DRAWING # 5-256
SCALE 1/2" = 1'		

Plotted Tuesday, April 23, 2019 1:33:12 PM P:\Engineering\CD\GOLF COURSE\Don's Bayou Seawall.dwg

Exhibit B

Map of Seawall Site (1 pg)

City of FWB ITB #19-014

Exhibit B - Map

DON'S BAYOU

City of
Fort Walton Beach
Planning Division



Prepared by the
City of Fort Walton Beach
GIS Division

Legend

--- City Limits



CITY OF FORT WALTON BEACH, FLORIDA

NOTICE TO BIDDERS

BID NUMBER: ITB No. 19-014**Date: April 23, 2019**

The City of Fort Walton Beach will accept sealed bids at City Hall until May 23, 2019, at 2:30 PM, local time, at which time all bids received will be opened and read aloud at the City Hall Annex Building - Training Room, 105 Miracle Strip Parkway SW, Fort Walton Beach, Florida, for the following:

ITB 19-014: CONSTRUCTION – REPLACEMENT OF EXISTING SEAWALL

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.

Additional technical information relative to this bid may be obtained from Giuliana Scott, CPPB, Purchasing Agent, 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 19-014: CONSTRUCTION – REPLACEMENT OF EXISTING SEAWALL

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:

**Purchasing Division
City of Fort Walton Beach
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 dial 1-800-955-8771 (TDD) or 1-800-955-8770 (VOICE) or e-mail clerk@fwb.org.