



**ITB #20-012: SEBRING CRA  
REVITALIZATION OF THE  
WEST CENTER  
STREET – ROTARY PARK CORRIDOR  
(RE-BID)**

PROJECT MANAGER: POLSTON ENGINEERING

PROJECT COORDINATOR:  
KRISTIE VAZQUEZ, CRA EXECUTIVE DIRECTOR  
368 SOUTH COMMERCE AVENUE  
SEBRING, FL 33870

Email: [kristievazquez@mysebring.com](mailto:kristievazquez@mysebring.com)

LISA OSHA, PURCHASING AGENT  
368 SOUTH COMMERCE AVENUE  
SEBRING, FL 33870

Email: [purchasing@mysebring.com](mailto:purchasing@mysebring.com)

The City of Sebring CRA will receive sealed bids  
in the City Purchasing Department for:

**20-012: SEBRING CRA REVITALIZATION OF THE WEST CENTER  
STREET – ROTARY PARK CORRIDOR (RE-BID)**

*Commodity Codes*

**98863, 91327, 91350, 91347, 98852,  
91382, 91227, 91273, 91371, 91395, 91396**

Specifications and General Terms and Conditions may be obtained at VendorRegistry.com. Bid plans, if any, can be obtained by emailing a request to purchasing@mysebring.com. Any questions regarding the specifications, terms and conditions, and/or the bidding process should be submitted at purchasing@mysebring.com. It shall be the bidders' responsibility to check VendorRegistry.com for amendments/changes made to the document and/or any addendums posted.

**There will be a mandatory pre-bid meeting on Monday, November 25, 2019 at 9:00 a.m.** All interested parties will meet at 368 S. Commerce Ave., Sebring, FL 33870 in City Council Chambers. At 9:15 a.m. or shortly thereafter, all parties in attendance will leave for a site visit. **The City/CRA will not accept a bid submitted by a bidder who did not attend the pre-bid conference.**

Bid envelopes must be sealed and marked with the bid number and name as to identify the enclosed bid. Bids must be delivered to the City of Sebring Purchasing Office Attn: Lisa Osha, 368 S. Commerce Ave., Sebring, FL 33870 so as to reach the said office no later than **3:00 p.m., Wednesday, December 4, 2019**, of the official time clock in the purchasing office, at which time they will be opened. Bids received later than the date and time specified will be rejected. The City will not be responsible for the late delivery of any bids that are incorrectly addressed, delivered in person, by mail, or any other type of delivery service.

The submitting firm will be required to comply with all applicable laws, regulations, rules and ordinances of local, state and federal authorities having jurisdiction, including, but not limited to: all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804); all provisions of the Public Entity Crimes (Fla. Stat. §287.133, et seq, as amended) and the provisions in Fla. Stat. §287.134, et seq, as amended, regarding discrimination.

The Sebring CRA reserves the right to accept or reject any or all bids or any parts thereof; and the award; if an award is made, will be made to the most responsible bidder whose bid and qualifications indicate that the award will be in the best interest of the CRA. The council reserves the right to waive irregularities in the bid.

Lisa Osha,  
Purchasing Agent  
Sebring, Florida

Official Publication: VendorRegistry.com  
Dates: November 12, 2019 – December 4, 2019  
Legal Ad: Highlands News Sun – November 12, 2019

## **SECTION 1 – DEFINITIONS**

**ADDENDA** - Written and graphic documents issued prior to the receipt of bids to modify or interpret the bid documents.

**AGREEMENT** - The written instrument which is evidence of the agreement between City and Contractor covering the work.

**BID or PROPOSAL** - The offer or bid of a bidder or proposer submitted on the prescribed form setting forth the prices for the work to be performed.

**BID BOND** - A bond or other form of security offered by a bidder to the City soliciting the bid which guarantees that the bidder, if awarded the bid, will enter into a contract within a specified period of time and will furnish any required payment and performance bonds. If the bidder or proposer refuses to honor its bid, the bidder or proposer and bond surety or guarantor are liable on the bond for any additional costs the City incurs in hiring others to fulfill the contract, not to exceed the amount of the bid bond. A cashier's check or irrevocable line of credit on an acceptable bank, issued in the name of the City and in the required amount of the bid bond, may be substituted for a bid bond.

**BID DOCUMENTS** - The bid requirements, the Official Bid Form, instructions to bidders, the standard terms and conditions, plans and specifications, and the proposed contract documents. Include the "Public Notice of Request for bids," "General Information and Instructions for Bidders," "Standard Terms and Conditions," "Drug Free Workplace," "Agreement," "Specifications," and any Acknowledgement of Addenda issued prior to receipt of bids.

**BIDDER, PROPOSER, OR OFFEROR** – Bidder, proposer, or offeror shall have the same meaning; the individual or entity who submits a bid in response to an Invitation to Bid or Request for Proposal by the City.

**BIDDING REQUIREMENTS** - The Advertisement or Invitation to Bid or Request for Bids, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

**CHANGE ORDER** - The signed contract serves to define the terms and conditions for the services, work, or project as described in the bid and contract documents. A Change Order shall be considered a written order to the Contractor signed by the City, after execution of the contract, authorizing a change in the work or an adjustment in the contract price or the contract time.

**CONTRACT** - The entire and integrated agreement between the Contractor and the City, defining its terms and conditions, which supersedes all prior negotiations, representations or agreements, either written or oral.

**CONTRACTOR** - Any person having a contract, agreement or purchase order with the City.

**CONTRACT DOCUMENTS** - Those items so designated in the agreement. Only printed or hard copies of the items listed in the agreement are contract documents.

**CITY/OWNER/AGENCY** - The City of Sebring, a Florida municipal corporation; or the City of Sebring Community Redevelopment Agency,

**LOCAL BUSINESS** - Having a fixed office or distribution point located in and having a street address within the City of Sebring first, then Highlands County, Florida second, for a least six (6) months immediately prior to the issuance of the competitive bid, request for quotation, or invitation for bid by the City of Sebring; and holds a business license required by the City of Sebring.

**LUMP SUM BID PRICE** - The amount stated on the "Bid Form" for which the Proposer offers to provide a service as described in the bid documents.

**NOTICE OF AWARD** - The written notice by the City to the successful bidder or proposer, including instructions and conditions which are to be complied with in a designated time and stating that upon that timely compliance with all conditions listed therein, the City will execute the agreement and contract documents and provide the Contractor with a notice to proceed.

**NOTICE TO PROCEED OR PURCHASE ORDER** - A written notice given by the City stating the date on which the contract time will commence and when the Contractor shall start to perform the work under the contract documents.

**PAYMENT BOND** - A payment bond guarantees that the Contractor will pay suppliers, laborers, and subcontractors (subject to contract terms) for labor and materials. Generally, payment and performance bonds are issued together as one bond, termed a "Performance and Payment Bond." The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the contract documents.

**PERFORMANCE BOND** - A performance bond guarantees the City that the Contractor will complete the contract according to its terms including price and time. Generally, payment and performance bonds are issued together as one bond, termed a "Performance and Payment Bond." The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the contract documents.

**PROJECT** - The total construction of which the work to be performed under the contract documents may be the whole, or a part.

**RESPONSIBLE VENDOR** – A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

**RESPONSIVE VENDOR** - A vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.

**SITE** - Lands or areas indicated in the contract documents as being furnished by City upon which the work or project is to be performed, including right-of-ways and easements for access thereto, and such other lands furnished by the City which are designated for the use of Contractor.

**SPECIFICATIONS** - The written requirements for materials, equipment, construction systems, standards, and workmanship for the work, and performance of related services.

**SUBCONTRACTOR** - An individual or entity having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the work at the site.

**SUBSTANTIAL COMPLETION** - The time at which the work (or a specified part thereof) has progressed to the point where the work (or a specified part thereof) is sufficiently complete, in accordance with the contract documents, so that the work (or a specified part thereof) can be utilized for the purposes for which it is intended.

**SUCCESSFUL BIDDER OR PROPOSER** - The bidder or proposer to whom the City provides written notice of award.

UNIT PRICE BID - The amount stated on the "Bid Forms" as a price per unit of measurement for services as described in the bid documents.

WORK - Construction and services required by the contract, whether completed or partially completed and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

## **SECTION 2 - GENERAL TERMS AND CONDITIONS (Rev 7/2019)**

All responses shall become the property of the City of Sebring. The CRA, at its discretion, reserves the right to waive minor informalities or irregularities in any response, to reject any and all responses, in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.

### **COMPLIANCE WITH APPLICABLE LAWS:**

The submitting firm will be required to comply with all applicable laws, regulations, rules and ordinances of local, state and federal authorities having jurisdiction, including, but not limited to: all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804); all provisions of the Public Entity Crimes (Fla. Stat. §287.133, et. seq, as amended); shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable; shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3); shall comply with section 6002 of the Solid Waste Disposal Act, Environmental Protection Agency (EPA) at 40 CFR part 247; and the provisions in Fla. Stat. §287.134, et seq, as amended, regarding discrimination.

City of Sebring in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Statute 252) (49 CFR, Part 23), hereby notifies all bidders/proposers that it will require that affirmative efforts be made to ensure participation by minorities in any contract for services entered into pursuant to this advertisement. Minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for selection.

Contractor acknowledges that City is a drug-free workplace. Contractor covenants that all employees of the Contractor working on City property shall be subject to the implementation of all possible provisions to maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statute 287.087.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

Contractor represents that it is not subject to a System for Award Management (SAM) exclusion and has not been debarred, suspended or otherwise excluded as a party declared eligible under statutory or regulatory authority to receive Federal grant funds.

The contractor is required to keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service sought herein. The Contractor is required to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Ch. 119.07 et seq, Fla. Stat. or as otherwise provided by law. The contractor must ensure that public records that are exempt or confidential and exempt from

public records disclosure requirements are not disclosed except as authorized by law and must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-471-5100, 368 S. Commerce Ave., Sebring FL 33870, or [kathyhaley@mysebring.com](mailto:kathyhaley@mysebring.com).**

Successful bidder shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the services and the protection of persons and property.

**ACCEPTANCE AND WARRANTY:** Neither the final certificate of payment nor any provision in this document, or partial or complete use of the project by the City/CRA shall constitute an acceptance of work not done in accordance with the contract document or relieve the Contractor of liability in respect to any expressed or implied warranties or responsibilities for faulty material or workmanship. Contractor shall remedy any defects and pay for any damages resulting there from which appear within a period of one year after final acceptance of the work unless otherwise stated in the specifications herein.

**ADDENDUMS:** If it becomes necessary to revise or amend any part of this document, an addendum will be issued and will be posted on [VendorRegistry.com](http://VendorRegistry.com). **It shall be the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.**

**ADDITIONAL WORK:** Contractor may recommend additional work needed in addition to regular maintenance. City purchasing policies will be followed for such additional work.

**ASSIGNMENT:** Awarded Contractor shall not assign this contract, in whole or in part, or any monies due hereunder, without the written consent of the City/CRA.

**BONDING:** Payment and performance bonds will be required of the awarded proposer for any contract that is greater than \$100,000 and will be in an amount equal to 100% of the price specified in the contract. The bonds shall be executed by a surety company authorized to do business in the State of Florida, or otherwise secured in a manner satisfactory to the City for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided in the contract. See attached bond forms.

**CHANGE ORDERS:** The signed contract serves to define the terms and conditions for the services, work or project as described in the bid and contract documents. A Change Order shall be considered a written order to the Contractor signed by the City, after execution of the contract, authorizing a change in the work or an adjustment in the contract price or the contract time.

**CITY EMPLOYEES AND FAMILY MEMBERS** are eligible to submit a bid for this contract, but in doing so they must file Form 3A "Interest in Competitive Bid for Public Business" with the Supervisor of Elections and submit a copy of the form with their submittal. Under Florida Statute 112.313 this includes "...public officers and employees, their spouses, and their children..."

**CONTACT INFORMATION:**

Bid Document: Lisa Osha, Purchasing Agent  
purchasing@mysebring.com

City Department: Kristie Vazquez, CRA Executive Director  
Kristievazquez@mysebring.com

Project Manager: Polston Engineering

Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the City Purchasing Department and posted on VendorRegistry.com.

**Any oral or other type of communication concerning this document shall not be binding.**

**COPYRIGHTS:**

1) If awarded a contract, the contractor agrees that the work requested herein is “work for hire” and shall irrevocably transfer, assign, set over, and convey to the City all right, title, and interest, including sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract. The contractor further agrees to execute such documents as the City may request to effect such transfer or assignment.

2) Further, the Contractor agrees that the rights granted to the City by this section are irrevocable. Notwithstanding anything else in this invitation, the contractor’s remedy in the event of termination of or dispute over any agreement entered into as a result of this invitation shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred in this section. Similarly, no termination of any agreement entered into as a result of this invitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this “Copyright” section.

3) The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as part of any agreement entered into as a result of this invitation is prohibited unless the City approves the use of subcontractors or third parties in writing in advance and such subcontractors or third parties agree to include the provision of this section as part of any contract they enter into with the contractor for work related to this contract.

4) If anything included in a deliverable limit the rights of the City to use the information for its own internal use, the deliverable shall be considered defective and not acceptable.

**DAMAGE TO PROPERTY:** Contractor agrees that all City/CRA or third party owned property that is damaged by the Contractor’s personnel or equipment shall be repaired or replaced promptly, at Contractor’s expense.

**DEFAULT:** In any action brought by either party for the enforcement of obligations of the other party, including appeals, the prevailing party shall be entitled to recover reasonable attorney fees, court and other costs, whether incurred before or at trial, on appeal, in bankruptcy, or in post judgment collections.

**DOCUMENT DEEMED AS A CONTRACT:** In the event that the Sebring City Council/CRA Board awards the project described herein to a Contractor(s), and/or a purchase order is processed then this document shall

become a legally binding contract unless a separate document is drawn up by the City Attorney in which case the Attorney's contract is primary and this document is secondary.

**DUE CARE AND DILIGENCE** has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the City/CRA nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.

**EQUIPMENT:** Contractor will provide, at Contractor's expense, all machinery, equipment, tools, superintendence, labor, insurance, and all other accessories necessary to provide the product(s) or service(s) in accordance with the description of the work described herein. Employees of Contractor shall wear company uniforms and shall work from vehicles bearing the Contractors name at all times.

**INDEPENDENT CONTRACTOR:** The parties expressly recognize that the relationship between the City/CRA and the Contractor is that of independent contractors, and that neither Contractor nor any of its servants, agents, or employees shall ever be considered as an agent, servant, or employee of the City.

**INSPECTION & CORRECTION OF WORK:** All work done by the awarded Contractor will be monitored by an authorized designated City/CRA employee. Contractor shall notify the designated person of completion of each cycle within twenty-four hours of such completion. The designated contact person will then inspect the work and if they find it has not been done satisfactorily, said work shall be promptly corrected by the Contractor at the Contractor's expense.

**INSURANCE REQUIREMENTS:** Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods and services:

Contractor, upon its part, agrees to protect, indemnify, save harmless, and insure the City from any liability to any persons for injuries to the person, including homicide, or damage to property, resulting from the acts or omissions of the Contractor for performing its obligations under this contract. The parties expressly recognize that the relationship between the City/CRA and the Contractor is that of independent contractors, and that neither Contractor, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant, or employee of the City. Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence work hereunder until such insurance is obtained and approved by the City:

a. **Comprehensive General Liability** (CGL) insurance shall be maintained by the vendor with a limit of not less than \$1,000,000 each occurrence. If such CGL contains a general aggregate limit, it shall apply separately to this project in the amount of \$2,000,000. CGL insurance shall include bodily injury and property damage liability for premises, products, and completed operations, and personal injury.

b. **Automobile Liability** shall be maintained with a limit of not less than \$300,000 each accident for Bodily Injury and Property Damage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

c. **Worker's Compensation** coverage is to apply to all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

d. **Evidence of Insurance** shall be furnished by the vendor to the City of Sebring. Certificates of insurance are to be signed by a person authorized by the insurer to bind coverage on its behalf. The City of



Sebring is to be specifically included as additional insured on all policies except workers' compensation. If the vendor is exempt from workers' compensation requirements they are to submit a DWC-252 Certificate of Exemption Form. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued 30-days prior to the expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Sebring before the commencement of work activities.

**LICENSING:** Bidders shall be fully licensed in the state of Florida and shall comply with all applicable laws, regulations, rules, and ordinances of local, state, and federal authorities having jurisdiction. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response. Proof of all relevant licenses is required as part of your bid submittal. If no licenses are required for the service herein, proof of licensing is not required.

**LIQUIDATED DAMAGES:** If Contractor fails to achieve substantial completion of the project on or before the date of substantial completion as set forth in the contract, Contractor shall pay to the City of Sebring liquidated damages in the amount of \$500.00 per calendar day for each calendar day the date of substantial completion is delayed. If Contractor fails to achieve final completion of the project on or before the date of final completion as set forth in the contract, or as extended by a change order, Contractor shall pay to the City of Sebring liquidated damages in the amount of \$100.00 per calendar day for each calendar day the date of final completion is delayed.

**LOCAL PREFERENCE:**

Preference in Competitive Bidding, Quotes, and Request for Proposals: When purchasing or contracting for procurement services of tangible personal property, materials, contractual services, construction, and/or commodities, the Sebring City Council shall give preference to local businesses in making such purchases or awarding such contracts. Purchase price shall include the base bid and all alternates or options to the base bid that are being awarded. Preference shall be based on the following scale:

<u>Bid/Contract Amt.</u>	=	<u>Highlands County</u>	<u>City of Sebring</u>
\$0 - \$249,999.99	=	5%	7%
\$250,000 - \$999,999.99	=	4%	4%
\$1,000,000-1,999,999.99	=	3%	3%
\$2,000,000 and over	=	2%	2%

Verification shall be made through Property Appraiser's records.

2) Local Business Definition: "Local business" shall mean a business that:

- a) Has a fixed office or distribution point located in and having a street address within the City of Sebring first, then Highlands County, Florida second, for at least six (6) months immediately prior to the issuance of the competitive bid, request for quotation, or request for proposal by the City of Sebring; and
- b) Holds a business license required by the City of Sebring.

3) Exceptions to Local Preference:

- a) The procurement preference set forth in this policy shall not apply to the following purchases or contracts:
  - 1. Goods or services provided under a cooperative purchasing, inter-local agreement, or "piggybacked" contract.
  - 2. Contracts for professional services which is subject to the (CCNA) Consultant's Competitive Negotiation Act or subject to any competitive consultants selection policy or procedure adopted by or utilized by Sebring City Council.

3. Purchases which are funded, in whole or in part, by a government entity and the laws, regulations, or policies governing such funding prohibit application of that preference.
4. Purchases made or contracts let under emergency or noncompetitive situations or for litigation related services.
5. When the bid specifications contain a location/vicinity requirement.
  - b) The local preference established in the City's policy does not prohibit the Sebring City Council from giving any other preference permitted by law in addition to local preference authorized in this policy.

**MULTIPLE RESPONSES:** If submitting a response for more than one bid, each bid must be in a separate envelope and correctly marked.

**NOTICES:** All notices provided under or pursuant to this contract shall be in writing, either by hand delivery or first class certified mail – return receipt requested.

**PAYMENTS:** All payments must be approved by Sebring City Council, which meets the first and third Tuesday of each month. To be considered for payment at any meeting, the invoice must be signed by the department head(s) and received by Accounts Payable, 368 South Commerce Avenue, Sebring, Florida 33870 one week prior to a City Council meeting. Separate invoices must be rendered for each purchase order.

**PERFORMANCE & WORKMANSHIP:** Contractor shall, in good workmanlike manner, perform all services pursuant to the specifications. Should the Contractor fail to provide prudent and competent professional service, the City/CRA may notify the Contractor in writing stating the City/CRA's intention to terminate the contract and stating the reasons therefore. Unless Contractor remedies such default or has made satisfactory arrangements with the City/CRA for such remedy within five (5) business days after service of said notice upon Contractor, this contract may be terminated by the City/CRA. In the event of such termination, the City/CRA may take over and complete the work at the expense of the Contractor. The Contractor shall be liable to the City/CRA for any excess costs the City/CRA incurs.

**PRE-BID MEETING:** A mandatory pre-bid meeting will be held on November 25, 2019 at 9:00 a.m. All interested parties will meet at City Hall Council Chambers, 368 S. Commerce Ave., Sebring, FL 33870 to sign in and receive instructions. All parties will then proceed to the sites. No questions will be answered at this meeting unless the written question is provided to the Purchasing Agent prior to or during the meeting. Written questions will be answered at the meeting and then posted online at VendorRegistry.com as an addendum. **The City/CRA will not accept a bid submitted by a bidder who did not attend the pre-bid conference.**

**PREPARATION COSTS:** The City/CRA will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.

**PRICE:** City/CRA shall pay the awarded Contractor the sum stated on the "Official Bid Form" page of this packet in exchange for the products or services rendered as described herein. The bid price shall be fixed and firm for the period of this contract, unless mutually agreed upon by both parties. Any change in price may result in the cancellation of the purchase order and/or agreement.

**PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

**PURCHASING AGREEMENT WITH OTHER PUBLIC AGENCIES:** Not applicable.

**PURCHASE CARDS:** When accepted by the vendor, transactions totaling \$1,000.00 or less may be paid by purchase card. Purchase Cards can be used as an alternate form of payment for contracted services which are a result of the competitive bidding process.

**PURCHASE ORDERS** are required by the City of Sebring when a contract/agreement is established as a result of the competitive bidding process. Once the contract/agreement is in effect, it will be the responsibility of the department to submit a request for a purchase order. The purchasing office will generate the purchase order, which is then emailed to the vendor, or in the event the vendor does not have email, it is faxed to the vendor as well as the department initiating the request.

**RESTRICTIONS:** Time restrictions are not permissible. Bids offered which include such restrictions will be rejected. Any variations from this specification shall be indicated on the bid and explained in detail on a separate attachment to the bid.

**RESPONSES/BIDS** are due and must be received in accordance with the instructions given in the announcement page. Responses/bids received later than the time designated will be deemed as non-responsive and will not be considered. Responses/bids must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.

**STATEMENT OF INDEMNIFICATION** – The Contractor hereby acknowledges and confirms that the contract price includes the consideration for this indemnification / hold harmless. The Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses, (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of, or incidental to the performance of this contract, unless caused by the sole negligence of the City, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney fees (including appellate, bankruptcy, or patent council fees), incurred by the City to enforce this agreement shall be borne by the Contractor. This indemnification shall also cover all claims brought against the City, its elected officials, employees, agents, or volunteers by any employee of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this article shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor's limit of all services, obligations, and duties provided for in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this article shall survive indefinitely.

**SUBCONTRACTOR:** If subcontracting has been agreed upon by the parties herein and made a part of the terms of this contract, the Contractor shall be responsible for monitoring all subcontractors to make sure all conditions of this document are being executed. Furthermore, the City/CRA has the right to refuse subcontractors work on the project.

**TERM:** The term of this contract will be until completed.

**TERMINATION:** City/CRA may, by written notice, terminate the contract in whole or in part at any time, either for City/CRA's convenience or because of failure of Contractor to perform any material provision or portion of the services or project, including a failure to pay vendors, suppliers, or sub-subcontractors as required and failure to undertake adequate safety measures during the performance of the services or project. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performance of the contract, whether completed or in process, shall be delivered to City/CRA.

If the termination is for the convenience of the City/CRA, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services. If the termination is due to failure to fulfill the Contractor's obligations, the City/CRA may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City/CRA for any additional cost occasioned to the City/CRA thereby. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the City/CRA. In such event, adjustment in the contract price shall be made as described in the first sentence of this paragraph.

**TIME:** Time is of the essence of this agreement.

**PROTEST:** Failure to file a protest within the time prescribed in section 120.57 (3), Florida Statutes shall constitute a waiver of the bidder's right to protest.

***BIDDERS ARE URGED TO PROMPTLY REVIEW THE REQUIREMENTS OF ALL SPECIFICATIONS AND SUBMIT QUESTIONS FOR RESOLUTIONS AS EARLY AS POSSIBLE DURING THE BID PERIOD. QUESTIONS OR CONCERNS MUST BE SUBMITTED IN WRITING TO THE PURCHASING AGENT DURING THE BID PERIOD AND SHALL BECOME PART OF THE BID PACKAGE. ALL QUESTIONS WILL BE ANSWERED UP FIVE (5) DAYS PRIOR TO THE BID OPENING. ALL QUESTIONS SHOULD BE SUBMITTED TO PURCHASING@MYSEBRING.COM. ALL ANSWERS WILL BE POSTED AS AN ADDENDUM ON VENDORREGISTRY.COM. OTHERWISE, THIS WILL BE CONSTRUED AS ACCEPTANCE BY THE BIDDERS THAT THE INTENT OF THE SPECIFICATIONS IS CLEAR AND THAT COMPETITIVE BIDS MAY BE OBTAINED AS SPECIFIED HEREIN. PROTESTS WITH REGARD TO SPECIFICATION DOCUMENTS SHALL NOT BE CONSIDERED AFTER BIDS ARE OPENED.***

### **SECTION 3 – PURPOSE OF PROJECT**

The purpose of this project is to form a more cohesive and visually harmonized link between the City's downtown Circle Park and Rotary Park, the City pier, and the Cultural District. The goal is to encourage residents and visitors alike to see the union and want to move between the two previously disengaged sites. The revitalization will make West Center Avenue appear to be a cohesive part of and in reality, a stylistic, visual, and physical extension of the downtown area, not just a street connecting two destinations.

### **SECTION 4 – SPECIFICATIONS**

#### **GENERAL**

- 1) A copy of the plans can be obtained by emailing a request to [purchasing@mysebring.com](mailto:purchasing@mysebring.com).
- 2) The specifications and drawings are an integrated part of the contract documents and as such will not stand alone if used independently as individual parts, paragraphs, or drawing sheets. The drawings and specifications establish minimum standards of quality for a project. They do not purport to cover all details entering into its design and construction or of all material and equipment required to complete the work.
- 3) Contractor shall supply copies of all relevant and required licenses in accordance with the bid documents and specifications herein.
- 4) The fees for any required City permits, if any, are waived for this project.
- 5) This solicitation is for the demolition and construction of the area as detailed herein. This solicitation does not include ongoing maintenance.

- 6) The Engineers opinion of probable construction cost of the total project is \$215,000.00.

#### **MAINTENANCE OF TRAFFIC**

- 1) The contractor shall be required to keep the entire work site in full compliance with the Florida Department of Transportation roadway and traffic design standards, current edition.
- 2) Detours shall require approval by the City. Any detours approved as a part of the traffic circulation plan, shall be required to be properly posted and a minimum of 48-hours advance notice shall be given to the City office. Advance notice shall also be placed at the last intersection before the detour.
- 3) No property will have access totally blocked at any time. Driveway access to property will not be blocked for more than 8 hours on any day with the exception of allowing newly poured concrete to cure. Property owners will be notified in written form by the contractor 24 hours prior to the blocking, demolition and pouring of any driveway, business, or property access.
- 4) The City will report any known violation of the required maintenance of traffic to the contractor. The contractor will have 4 hours of regularly scheduled work time to bring the site into compliance. If this is not done, the City will have the option to take any corrective measures it feels necessary and to bill the owner for the cost of these measures.
- 5) Contractor performing the MOT work described herein must be licensed or certified to perform such work and must maintain a MOT certified personnel on site as long as MOT is set up and required.

#### **DRIVEWAYS**

- 1) Driveway ingress and egress maintenance shall only apply where residences, businesses, and other types of property front on the road to be constructed or reconstructed, and driveway connections are to be disturbed.
- 2) Contractor will be required to place commercial base material in driveways and/or access points affected by the project, where considered necessary by the project engineer to provide safe, stable and reasonable access to residences, businesses, and property.
- 3) The materials to be used for driveway maintenance shall be lime rock, stone or oyster shell. The grade and quality of the material shall be that offered for commercial supply in the area.
- 4) Commercial materials used in locations which have inadequate drainage or are prone to be wet, shall be of a stable character, unaffected by wet conditions.
- 5) The material shall be placed in the driveway as directed by the project manager. The material shall be leveled, manipulated, compacted and maintained, to the extent appropriate for the intended use of the particular driveway.
- 6) As permanent driveway construction is accomplished at a particular location, previously placed commercial materials which are suitable for reuse may be salvaged and reused on other driveways as directed.
- 7) Contractor performing the work described herein must be licensed or certified to perform such work.

## **CLEARING AND GRUBBING**

- 1) Clearing and grubbing shall consist of the complete removal and disposal of all timber, brush, vegetation, stumps, roots, boulders, pavement, rubbish and debris and all other materials and obstructions resting on or protruding through the surface of the existing ground and the surface of work areas. Material resulting from clearing and grubbing shall be disposed of by the contractor in a proper place.
- 2) As an exception to the above provisions, where so directed by the project manager and approved by the City, desirable trees within the roadway shall be trimmed, protected and left standing. Branches of trees extending over the area occupied by the roadway shall be trimmed as directed, to give a clear height of 16 feet above the roadway.
- 3) Within the right-of-way and within all swales and ditches, all stumps, roots, etc., shall be removed. Within all other areas where clearing and grubbing is to be done, roots and other debris, projecting through or appearing on the surface of the original ground, shall be removed to a depth of one foot below the bottom of the subgrade.
- 4) All trimming, pruning, removal, etc. of trees shall be directly performed by a Florida licensed Arborist.
- 5) Burning shall not be allowed.

## **DEMOLITION SPECIFICATIONS**

- 1) Demolish specified items in accordance with all applicable codes and ordinances regarding materials, methods of work and disposal of waste material. Obtain all required permits and obtain and pay for all required inspections.
- 2) Visit the site prior to work commencing and examine the conditions under which the work is to be performed. Do not proceed with the work until all unsatisfactory conditions have been rectified.
- 3) Locate and protect all existing underground and overhead utilities, benchmarks, control points and monuments within the work area. Repairs made due to damage to any of these items will be made at the demolition contractor's expense. If incorrectly located utilities are encountered, contact the applicable utility company to receive any further instructions or assistance that may be needed.
- 4) Take all measures necessary to protect all existing paving, buildings, utilities, etc. that is to remain on and adjacent to the site. Repairs made due to damage to any of these items will be made at the demolition contractor's expense.
- 5) It is the responsibility of the contractor to satisfy themselves as to the accuracy of the quantities on the plan. If there are any discrepancies between the plan and the material list this should be addressed prior to beginning work. In any instance that a discrepancy does occur between the plan and material list, the plan rules. No extra compensation will be allowed on account of discrepancies between the plan and material list.
- 6) It is the responsibility of the contractor to order or provide all material, equipment, labor, etc. necessary to complete the work according to the plans and specifications and to remove and properly dispose of the items slated for removal on the demolition plan to a site approved for receiving construction debris.

- 7) Demolition shall be coordinated and phased with the hardscape installation as to only have one sidewalk demolished at a time. The sidewalk on the opposite side of the street shall remain open and functioning as existing until the new unit paver sidewalk is installed and may be utilized.
- 8) Prior to removing or demolishing any hardscape items, saw cut between the hardscape to be removed and any hardscape to remain to assure a clean removal that leaves the hardscape to remain undamaged.  
Remove and grind any remaining tree stumps encountered upon removal of the existing sidewalk.
- 9) All disturbed areas not already accounted for on the plans will be restored and sodded.
- 10) All safety precautions during construction must meet FDOT specifications and the contractor will be responsible for providing and implementing a traffic control plan during the duration of construction within the right of ways.
- 11) Upon completion of demolition, in areas prone to erosion, the contractor shall supply, install and maintain silt fence as per FDOT roadway and traffic design standards and it shall be maintained in place until that portion of the installation is complete and the threat of erosion has passed.
- 12) Contractor performing the work described herein must be licensed or certified to perform such work.

#### **ROAD WORK**

- 1) All stabilized subbase and shoulder materials shall be in accordance with the Florida Department of Transportation standard specifications for road and bridge construction, current edition, and constructed in accordance with the state of Florida Department of Transportation design standards for design, construction, maintenance and utility operations on the state highway system, current edition.
- 2) All lime rock or shell rock base materials shall be in accordance with the Florida Department of Transportation standard specifications for road and bridge construction, current edition, and constructed in accordance with the state of Florida Department of Transportation design standards for design, construction, maintenance and utility operations on the state highway system, current edition.
- 3) All asphalt materials shall be in accordance with the Florida Department of Transportation standard specifications for road and bridge construction, current edition, Type S asphalt concrete shall be in accordance with the Florida Department of Transportation standard specifications for road and bridge construction, 2000 edition, and constructed in accordance with the state of Florida Department of Transportation design standards for design, construction, maintenance and utility operations on the state highway system, current edition.
- 4) All pavement marking materials shall be in accordance with the Florida Department of Transportation standard specifications for road and bridge construction, current edition, and constructed in accordance with the state of Florida Department of Transportation design standards for design, construction, maintenance and utility operations on the state highway system, current edition.
- 5) All sign materials and installation methods shall be in accordance with the Florida Department of Transportation standard specifications for road and bridge construction, current edition, USDOT, FHWA manual on uniform traffic control devices, current edition, and state of Florida Department of Transportation design standards for design, construction, maintenance and utility operations on the state highway system, current edition.

- 6) All grassing materials and installation procedures shall be in accordance with the Florida Department of Transportation standard specifications for road and bridge construction, current edition, and the state of Florida Department of Transportation design standards for design, construction, maintenance and utility operations on the state highway system, current edition. The areas on which the sod is to be placed shall contain sufficient moisture for optimum results after being placed. The sod shall be watered and kept in a moist condition for no less than two weeks (minimum) or until the entire project is accepted by the project manager and the City. The moistened condition shall extend at least to the full depth of the rooting zone.
- 7) All staked silt fence materials and installation procedures shall be in accordance with the Florida Department of Transportation standard specifications for road and bridge construction, current edition, and the state of Florida Department of Transportation design standards for design, construction, maintenance and utility operations on the state highway system, current edition.
- 8) All temporary prevention, control, and abatement of erosion and water pollution materials and installations shall be in accordance with the Florida Department of Transportation standard specifications for road and bridge construction, current edition, and constructed in accordance with the state of Florida Department of Transportation design standards for design, construction, maintenance and utility operations on the state highway system, current edition.
- 9) All concrete materials shall be in accordance with the Florida Department of Transportation standard specifications for road and bridge construction, current edition, and constructed in accordance with the state of Florida Department of Transportation design standards for design, construction, maintenance and utility operations on the state highway system, current edition.
- 10) Contractor performing the work described herein must be licensed or certified to perform such work.

## **OBSTRUCTIONS**

- 1) Headwalls, fences, mail boxes, statues, walkways, and other obstructions placed in the right-of-way will be removed from the work area, as required to keep the work progressing, by the contractor. In the event that the owner cannot be identified or is unable or unwilling to remove said obstructions themselves, the obstruction will be posted with a notice, in writing, by the contractor 24 hours prior to any removal, stating that said object will be removed. The contractor will not be responsible for any damage to said objects that occurs while being moved by the contractor, after proper notification and the approval of the project manager. Any objects that are removed from within the right-of-way, except mailboxes, will be hauled away and disposed of by the contractor in a proper landfill.
- 2) Mailboxes moved during construction, will be replaced at a location 3 feet from the edge of pavement by the contractor, providing the support pole is wood and less than 4 inches in diameter or is a breakaway type pole. If the original support pole is damaged or unsatisfactory, the contractor will not be required to replace or relocate the mailbox.

## **UNIT PAVERS**

- 1) Install unit pavers in accordance with all applicable codes regarding materials, methods of work and disposal of waste material. Obtain all required permits and obtain and pay for all required inspections.



- 2) Visit the site and examine the conditions under which the work is to be performed. Do not proceed with the work until all unsatisfactory conditions have been rectified.
- 3) Locate and protect all existing underground and overhead utilities, benchmarks, control points and monuments within the work area. Repairs made due to damage to any of these items will be made at the contractor's expense. If incorrectly located utilities are encountered, contact the applicable utility company to receive any further instructions or assistance that may be needed.
- 4) Take all measures necessary to protect all existing paving, buildings, utilities, etc. on and adjacent to the site. Repairs made due to damage to any of these items will be made at the paver contractor's expense.
- 5) It is the responsibility of the contractor to satisfy themselves as to the accuracy of the quantities on the plan. If there are any discrepancies between the plan and the material list this should be addressed prior to bidding and beginning work. In any instance that a discrepancy does occur between the plan and material list, the plan rules. No extra compensation will be allowed on account of discrepancies between the plan and material list.
- 6) Square foot, cubic yard and lineal foot quantities do not account for any waste and it is the contractor's responsibility to calculate any extra material necessary to offset this.
- 7) It is the responsibility of the contractor to order or provide all material, equipment, labor, etc. necessary to complete the work according to the plans and specifications. City shall provide unit pavers only.
- 8) The project manager has the final say in any and all disputes regarding layout, performance, material, quality, size, grading, etc. The contractor shall take corrective action based on the project manager's instructions. Any corrective action made due to any of these items will be made at the paver contractor's expense.
- 9) Warranty product and workmanship for a period of one year after acceptance. Unit pavers must be given proper care during this time. This includes keeping vehicles off of areas not intended for vehicular traffic, not allowing vehicles, etc. to leak onto unit pavers, keeping the joints free from weeds and insects. Replace the area that shows any signs of settling, cracking, etc. once within the warranty period of one year. The warranty becomes void in cases of vandalism, fire, flood, vehicular encroachment of areas not intended for vehicular traffic, or owner negligence. Any replacement desired or required due to any of these unwarranted causes will be at the owner's expense.
- 10) The unit paver contractor shall make sure that all areas to receive unit pavers are free from rocks, trash, waste material and other construction debris prior to unit paver installation and shall notify the owner prior to installation so that they may have the site contractor remove their waste.
- 11) Install all unit pavers in the locations and at the quantity specified on the hardscape plans. The owner or their representative must approve any deviations from the hardscape plans in advance.
- 12) All unit pavers shall have sand joints and shall be installed as per manufacturer's recommendations.
- 13) All corner unit pavers shall be cut at 50% of the angle at which they meet. (i.e. If the corner meets at a 90 degree angle, the unit pavers that meet shall be cut at 45 degree angles)
- 14) All cuts made to unit pavers to form a radius around a continuous circle shall be uniform throughout.
- 15) Start all soldier course runs at the corners and work toward the center of the run. Do not start at one corner and work toward the other. Any unit pavers that must be cut at the middle of the run shall be a

minimum of 75% of the original width of the unit paver. If more than one unit paver must be cut to achieve the necessary width in the middle of the run while maintaining the minimum 75% original width, divided this measurement evenly between the unit pavers that must be cut.

16) Unit pavers that must be cut to fit a radius shall be a minimum of 75% of the original paver width at the largest edge. If the radius is too sharp to accomplish this, inform the project manager prior to installation to approve any deviation.

17) All unit paver areas shall have a 6" wide concrete ribbon surrounding as specified on the plans. The concrete ribbon shall be a minimum of 3,000 psi concrete. All edges of the concrete ribbon shall have a tooled edge. The surface of the concrete ribbon shall have a light broom finish running length wise. The surface of the concrete ribbon shall be flush with the surface of the unit pavers.

18) All unit pavers shall be installed as per the plans, details and specifications or as per manufacturer's recommendations, whichever is more stringent.

19) Contractor performing the unit paver installation portion of the work described herein must be licensed or certified to perform such work.

20) Contractor performing the concrete installation portion of the work described herein must be licensed or certified to perform such work.

## **LANDSCAPE**

1) Install landscaping in accordance with all applicable codes regarding materials, methods of work and disposal of waste material. Obtain all required permits and obtain and pay for all required inspections.

2) Visit the site and examine the conditions under which the work is to be performed. Do not proceed with the work until all unsatisfactory conditions have been rectified.

3) Locate and protect all existing underground and overhead utilities, benchmarks, control points and monuments within the work area. Repairs made due to damage to any of these items will be made at the contractor's expense. If incorrectly located utilities are encountered, contact the applicable utility company to receive any further instructions or assistance that may be needed.

4) Take all measures necessary to protect all existing paving, buildings, utilities, etc. on and adjacent to the site. Repairs made due to damage to any of these items will be made at the landscape contractor's expense.

5) It is the responsibility of the contractor to satisfy themselves as to the accuracy of the quantities on the plan. If there are any discrepancies between the plan and the material list this should be addressed prior to bidding and beginning work. In any instance that a discrepancy does occur between the plan and material list, the plan rules. No extra compensation will be allowed on account of discrepancies between the plan and material list.

6) It is the responsibility of the landscape contractor to review the irrigation plan to assure that the irrigation design is adequate for warranty purposes. If there are any concerns, this should be addressed prior to bidding and beginning work. If no concerns are acknowledged, it is assumed that the irrigation system is adequate and the warranty herein is in full effect.

- 7) Square foot, cubic yard and lineal foot quantities do not account for any waste and it is the contractor's responsibility to calculate any extra material necessary to offset this.
- 8) It is the responsibility of the contractor to order or provide all material, equipment, labor, etc. necessary to complete the work according to the plans and specifications.
- 9) All existing invasive plant materials are to be removed as per applicable code.
- 10) The project manager has the final say in any and all disputes regarding layout, performance, material, quality, size, grading, etc. The contractor shall take corrective action based on the project manager's instructions. Any corrective action made due to any of these items will be made at the landscape contractor's expense.
- 11) Warranty all palms, trees and plant materials to remain alive and in healthy condition for a period of one year after acceptance. Plants must be given proper care during this time. This includes maintenance, fertilizing, spraying, and being provided with adequate irrigation as necessary. Replace each palm, tree or plant that is dead or in severely unhealthy condition once within the warranty period of one year. The warranty becomes void in cases of vandalism, fire, flood, freezing or extreme cold not typical for the area, lightning strikes, hurricane force wind, improperly functioning or turned off irrigation or owner negligence. Any replacement desired or required due to any of these unwarranted causes will be at the owner's expense.
- 12) Treat all areas to receive landscaping with a broad-spectrum herbicide and allow enough time for the herbicide to take full effect prior to beginning any landscape installation.
- 13) Treat all landscaping beds with a pre-emergent herbicide prior to beginning any landscape installation.
- 14) The landscape contractor shall make sure that all planting beds are free from rocks, trash, waste material and other construction debris prior to landscape installation and shall notify the owner prior to installation so that they may have the site contractor remove their waste.
- 15) Install all palms, trees and plant materials in the locations and at the quantity specified on the landscape plans. The owner or their representative must approve any deviations from the landscape plans in advance.
- 16) All palms, trees and plant materials shall be planted as per the details shown on the landscape plans. The planting pit shall be twice the diameter of the root ball or pot and shall be backfilled with planting soil and watered in thoroughly.
- 17) All palms and trees shall be fertilized using a full spectrum slow release fertilizer according to the manufacturer's recommendations to quantity per tree according to tree size. All plant materials shall be fertilized at the time of installation with a full spectrum slow release fertilizer according to the manufacturer's recommendations.
- 18) All burlap, grow bags, wire cages, etc. shall be removed from the root ball of all palms and trees prior to planting.
- 19) Stake and guy all palms and trees to ensure they remain in their proper growing positions. All staking and guying should be well marked to prevent tripping hazards or other possible injuries. Staking and guying shall not permit nails, screws, wire, and etc. to penetrate the outer surface of the palm or tree. Any palms or trees damaged due to such practice shall be replaced at the landscape contractor's expense.

20) All planting areas shall have minimum 2" layer of pine nugget mulch and all palms and trees not located within a planting area shall have a ring of mulch around the base a minimum of 24" in diameter and 2" deep.

21) Prepare all areas to receive sod to be smooth, free from trash and debris and free draining. Site contractor shall leave the grade + or - 1". Install the sod to form a solid mass with tightly fitting joints that are staggered with each additional course. Tamp or roll the sod once laid to ensure contact with the soil. Sod should be flush with sidewalks, curbs and all other adjacent surfaces. Water the sod thoroughly immediately after installation.

22) Adhere to all federal, state and local laws regarding the handling and application of herbicides and fertilizers. Follow manufacturer's recommendations regarding mixing ratio and application rate of herbicide.

23) All palms, trees and plant materials are to be Florida #1 or better as described in the latest edition of Grades and Standards for Nursery Plants published by the State of Florida Department of Agriculture and Consumer Services.

24) All palms, trees and plant materials shall be the variety specified in the material list for the landscape plans. All palms, trees and plant materials are to be referred to, ordered and planted according to the "scientific" or "botanical" name. Any errors made when referring to, ordering or planting any material by the "common" name will be corrected at the landscape contractor's expense.

25) All palms, trees and plant materials are to meet the minimum measurements for each category shown in the material list for the landscape plans regarding height, caliper, spread and container size. In some instances a measurement in one category may need to increase to meet the minimum measurement for another category. This shall be verified prior to beginning work and any necessary increase in size from what is shown in the material list shall be made to meet all minimum measurements for each category. No extra compensation will be allowed to increase one category of measure to meet the minimum measurement of another category once the job has been contracted or has commenced.

26) The sod shall be of the variety specified in the material list for the landscape plans. All sod should be healthy, well rooted and uniform in both color and density. It shall be free from pests, disease and weeds. All sod shall be delivered on pallets in the square footage typical per pallet with regard to the variety of sod specified. The landscape contractor shall field verify all quantities prior to ordering.

27) Mulch shall be brown and of the quantity specified in the material list for the landscape plans. This quantity is based on coverage 2" in depth in all planting areas and a 24" ring 2" in depth around all trees located in lawn areas. The landscape contractor shall verify all quantities of mulch on the plan. No extras compensation will be allowed to increase the quantity of mulch to attain a 3" depth once the job has been contracted or has commenced. Mulch shall be grade "A" if not otherwise specified herein or in the material list.

28) Contractor performing the landscape installation portion of the work described herein must be licensed or certified to perform such work.

## **IRRIGATION**

1) Irrigation contractor shall thoroughly review, read and understand both the plans, details and specifications prior to bidding or installing the project. By bidding or installing the project it is assumed the

irrigation contractor has read and understands the plans, details and specifications and shall fully adhere to all aspects of them.

2) Install irrigation system in accordance with all applicable codes and ordinances regarding materials, methods of work and disposal of waste material. Obtain all required permits and obtain and pay for all required inspections.

3) Visit the site prior to work commencing and examine the conditions under which the work is to be performed. (e.g., check that the site is to grade, if sleeves have been provided in the locations and sizes specified, power is provided to the locations specified, etc.) Do not proceed with the work until all unsatisfactory conditions have been rectified. Proceeding with work assumes that all conditions are satisfactory and no extra compensation shall be allowed to correct the unsatisfactory conditions.

4) Locate and protect all existing underground and overhead utilities, benchmarks, control points and monuments within the work area. Repairs made due to damage to any of these items will be made at the irrigation contractor's expense. If incorrectly located utilities are encountered, contact the applicable utility company to receive any further instructions or assistance that may be needed.

5) Take all measures necessary to protect all existing paving, buildings, utilities, etc. on and adjacent to the site. Repairs made due to damage to any of these items will be made at the irrigation contractor's expense.

6) It is the responsibility of the irrigation contractor to satisfy themselves as to the accuracy of the quantities on the plan. If there are any discrepancies between the plan and the material list this should be addressed prior to beginning work. In any instance that a discrepancy does occur between the plan and material list, the plan rules. No extra compensation will be allowed on account of discrepancies between the plan and material list.

7) It is the responsibility of the irrigation contractor to satisfy themselves to the installation method of components as depicted in the details or addressed in the specifications. In any instance that a discrepancy does occur between the details and specifications, the more stringent requirement rules. No extra compensation will be allowed on account of discrepancies between the details and specifications.

8) It is the responsibility of the irrigation contractor to order or provide all material, equipment, labor, etc. necessary to complete the work according to the plans and specifications and to provide a fully functioning automatic irrigation system.

9) Supply the owner with all instruction sheets, maintenance manuals, and parts sheets covering all of the operating and electrical equipment installed on the job. Also furnish the owner with keys to any locking items installed on the job.

10) Supply the project manager with a set of as built plans clearly indicating GPS locations and any changes made to the irrigation plans such as main line routing, valve locations or any other field adjustments that were necessary for a proper installation.

11) The project manager has the final say in any and all disputes regarding layout, function, performance, material, product, stringency requirements, etc. The irrigation contractor shall take corrective action based on the project manager's instructions. Any corrective action made due to any of these items will be made at the irrigation contractor's expense.

12) Warranty the irrigation system for a period of one year after acceptance for workmanship and material defects. This includes system adjustments, replacement of any damaged parts or broken pipe,

unclogging of emitters and nozzles, cleaning of screens, valve adjustments and all other maintenance items necessary to maintain the system in functioning order. The warranty becomes void in cases of vandalism, fire, lightning strikes or owner negligence for the parts of the irrigation system directly affected. Warranty shall stay fully in effect for all other unaffected portions of the irrigation system. Any repair desired or required due to any of these unwarranted causes will be at the owner's expense.

13) Irrigation contractor is responsible for verifying that the water source is capable of providing the gallons per minute (gpm) of volume and pounds per square inch (psi) of pressure required for the irrigation system to function as designed prior to commencing installation.

14) Coordinate the irrigation system installation with the landscape contractor and landscaping plan to avoid conflicts between irrigation heads, piping, etc. and palms and tree locations whenever possible.

15) All piping is to be installed with labels facing upward. Any piping installed with labels facing down shall be reinstalled correctly at the irrigation contractor's expense.

16) All main line pipe is to have a minimum cover of 18" of backfill measured from the top of the pipe and all lateral lines are to have a minimum cover of 12" of backfill measured from the top of the pipe unless otherwise specified.

17) All backfill is to be fine grained and free from stone, rock, etc. larger than 2" in diameter that may damage or cut the pipe. Take care not to damage or deform the pipe when backfilling and compacting.

18) Assure that all cuts are made squarely and that all pipes and fittings are clean and free from PVC shavings and debris prior to cementing. Be sure to fully engage all joints when cementing. Prime all main line and fittings prior to cementing.

19) Do not lay marking flags on any hardscape surface such as concrete sidewalks, brick pavers, etc. to avoid causing rust stains. Remove all flags upon conclusion of their usefulness and collect them for future use or properly dispose of them. Irrigation contractor is responsible for the removal or correction of any rust stains caused by the marking flags.

20) Flush all pipes and body assemblies prior to sprinkler head installation. When installing nozzles or body assemblies while flushing under pressure, start at the heads nearest the valve and work toward the end of the lateral run to force debris toward the end. When retrofitting or expanding an existing irrigation system all existing heads and zones shall be flushed as though they were newly installed. Flush only one zone at a time and allow a minimum of 15 minutes time for the system to flush prior to installing nozzles or body assemblies. If the irrigation contractor is found to be flushing multiple zones at a time or not allowing adequate time for each zone to properly flush, all nozzles and body assemblies shall be removed, flush caps reinstalled on spray heads and the entire system will be required to be flushed again at the irrigation contractor's expense.

21) After installation, field adjust the entire system to assure proper 100% head to head coverage and to minimize overspray onto paved surfaces. Assure that all heads are a minimum of 12" from any building and that they are not directly spraying onto the building. Assure that all turf heads are a minimum of 3" from the edge of sidewalks, parking or any other hardscape area that may require to be edged for maintenance. Assure that all drip zones are spaced at the designed or specified distances. No extra compensation shall be allowed for readjusting heads or respacing drip zones.

22) Document all major irrigation component locations. These include valves or valve clusters, any underground sensors, main line turns, wire splices, sleeves, and any other components that might aid in future system maintenance, repairs or modifications.

- 23) Irrigation contractor shall use the items specified in the material list or specifications for all bidding, ordering and installation. Do not substitute items or change sizes of irrigation components or piping without prior written consent from the project manager. Unauthorized substitutions or under sizing of components or piping will constitute an immediate failure upon inspection and shall be replaced with the item of the correct size or manufacturer at the irrigation contractor's expense and irrigation contractor shall be responsible for all subsequent future inspections of failed item.
- 24) All material shall be installed according to manufacturer's specifications unless otherwise noted. In any instance that a discrepancy does occur between the manufactures specifications and the irrigation plans, details and specifications, the more stringent requirement rules.
- 25) Securely install the specified controller in the location shown on the irrigation plan or in a location coordinated with the owner or their representative. The owner is responsible for providing all necessary electrical for the controller.
- 26) All valves are to be electric valves of the brand and type specified in the irrigation plan material list and shall be sized according to their location on the plan and their accompanying key. All valves are to be installed in a minimum 12" X 18" green plastic valve box unless otherwise specified. The top of the box is to be flush with finished grade. All valve clusters are to be installed with a capped stub out for ease of future expansion. Number each valve box according to the valve number found on the irrigation plans. Each valve or valve cluster shall be documented on the plans for future locating.
- 27) Provide a minimum of 24" expansion coils in the wire at every valve connection, at every sharp turn and at 100' intervals along straight runs of wire.
- 28) All irrigation pipes and control wires passing under sidewalks, drives or other paved or hard surfaces shall be placed in a schedule 40 PVC sleeve.
- 29) All main line pipe shall be schedule 40 PVC and all lateral pipes shall be class 160 PVC unless specified differently in the irrigation plan material list.
- 30) All rotor heads are to be of the brand specified in the irrigation plan material list and the nozzle shall be sized and the head adjusted according to their location on the plan.
- 31) All spray heads are to be of the brand specified in the irrigation plan material list and their spray pattern and radius shall match their location found on the plan.
- 32) All bubbler heads are to be of the brand specified in the irrigation plan material list and shall be against the root ball of the tree they are intended to water on the uphill side.
- 33) All sprinkler heads shall be in a plumb or vertical position as per their detail and all pop up sprinklers shall be affixed to swing joints or funny pipe limited to a length of 18" unless otherwise noted.
- 34) Irrigation sleeves shall be schedule 40 PVC pipe. All fittings shall be schedule 40.
- 35) All cuts to the irrigation sleeves shall be made squarely and all connections between pipes shall be fully engaged to eliminate any inconsistent gaps at fittings or bell end connections that can cause pipes passing through to catch.
- 36) Irrigation contractor is responsible for installation of all irrigation sleeves unless prior arrangements are made with the owner.

37) Irrigation sleeves shall be installed a minimum of 18" below the paving they are passing under and shall extend 18" beyond the paving or as per code if more stringent.

38) Sleeving is shown on the plans for convenience only. Irrigation contractor shall thoroughly review the sleeve locations prior to bidding or installing the project. Any sleeving that is missing shall be installed as specified herein.

39) Irrigation sleeves shall be installed where shown on the plans. If the irrigation sleeves cannot be installed where shown on the plans, they shall be field adjusted. This adjustment must still allow access to the area the irrigation sleeves where intended to service. This adjustment shall be documented on the plans for future locating of the irrigation sleeves and as built preparation. Irrigation sleeves shown directly adjacent to each other on the plans shall be placed in a single trench.

40) Irrigation sleeves shall be installed at the size shown on the plans. If no size is indicated on the plans, the irrigation sleeve shall be a minimum of twice the diameter of the pipe passing through it. This will allow for adequate room in the irrigation sleeve for the pipe passing through it and any necessary control wires. If it is believed that the diameter of the irrigation sleeve is not sufficient to allow all of the required control wires to pass through along with the piping, an additional irrigation sleeve shall be added at a size sufficient for all necessary control wire to pass through.

41) The ends of the irrigation sleeves shall be marked with pipe, boards, etc. prior to backfilling the trench for ease of future locating. The ends of the irrigation sleeves shall be documented on the plans for future locating in the event the physical marker is removed or destroyed during site work.

42) Contractor performing the irrigation installation portion of the work described herein must be licensed or certified to perform such work.

#### **SHOP DRAWING SUBMITTALS**

1) The following information and/or drawings shall be submitted to the project manager prior to beginning work.

- a) Asphalt mix design
- b) Documentation on all other materials used including, but not limited to, filter fabric, guardrails, concrete, steel posts, curing compound, and joint material
- c) Sample of tag for written notification of owners
- d) Traffic Plan (a drawing to scale of each phase showing all barricades, signs and flagmen is required)
- e) Tactile Warning Strip selection
- f) Irrigation components

#### **SECTION 5 – ALL SUBMITTALS SHALL INCLUDE**

1) Official Bid Form

2) A list of at least three (3) projects of a similar scope and size in which the Contractor has completed within the last five (5) years. The list must include:

- a) A brief description of the project.
- b) Total bid price, contract time limit including commencement and completion dates, final construction cost and time spent on the project.



- c) Owner of the project, including the name and telephone number of a contact person who can speak on behalf of the client for such project.
- 3) Proof of any necessary federal, state or local permits or licenses necessary for the project.
- 4) The firm name and contact person, address, telephone number, fax number, email address, of the office from which the services are being provided.

#### **SECTION 6 – AWARD RECOMMENDATION BASIS**

The solicitation award recommendation shall be based on the following:

- 1) Total cost of project
- 2) Contractor qualifications and relevant experience

The CRA Board reserves the right to accept or reject any or all bids or any parts thereof that may be considered to be in the best interest of the Sebring CRA.

#### **SECTION 7 – INSTRUCTIONS TO BIDDERS/PROPOSERS**

- 1) Firm Pricing for CRA Acceptance  
Bid price must be firm for CRA acceptance.
- 2) Late Bids  
Late submittals will not be considered and deemed unresponsive, and may be rejected by the City. Upon receipt via courier, the submittal will remain unopened and becomes property of the City.
- 3) Rights of City/CRA  
The City/CRA reserves the right to accept or reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the CRA.
- 4) Anticipated Timeline:

Bid Opening:	December 4, 2019
Award:	December 9, 2019
Project completion:	90 days from contract date
- 5) Bid Tabulation:  
The bid award shall be recommended to the lowest responsive & responsible bidder that meets the qualifications as required herein. The CRA Board reserves the right to accept or reject any or all bids or any parts thereof that is considered to be in the best interest of the Sebring CRA.

**ITB#20-012**  
**SEBRING CRA REVITALIZATION OF THE**  
**WEST CENTER STREET – ROTARY PARK CORRIDOR**  
**Submittal Checklist**

**Bidder shall provide an original and two (2) copies of this checklist and all of the following that apply:**

Checklist Elements	Included
Official Bid Form	
List of at least three (3) projects from last five (5) years which including description, pricing information, schedule and client contact information.	
The firm name and contact person, address, telephone number, fax number, email address, of the office from which the services are being provided. An authorized individual must sign the bid documents.	
List of all subcontractors	
Proof of all applicable licenses and insurance for primary and all subcontractors	
The mailing envelope has been addressed to: City of Sebring Purchasing Division 368 South Commerce Avenue Sebring, Florida 33870	
The mailing envelope must be sealed and marked with: Bid Number Bid Title Closing Date	
The following must be received by the purchasing department within 20 days after award is made by Sebring City Council. * Vendor Application and W9 (if not already a vendor) * Certificate of Insurance listing the City as additional insured * Signed Contract	

ALL COURIER DELIVERED BIDS MUST HAVE THE ITB NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET. At the discretion of the Purchasing Agent, bids or proposals with minor irregularities may be accepted and allowed to be corrected when it is in the best interest of the City.

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**ITB #19-004**  
**OFFICIAL BID FORM**  
**SEBRING CRA REVITALIZATION OF THE WEST CENTER**  
**STREET – ROTARY PARK CORRIDOR**

The undersigned declare that they have examined the complete specifications and agree to supply all equipment, labor, and supplies to complete the work required in accordance with the complete specifications. The undersigned further agrees to accept, as payment in full the price as stated in the following schedule and all work specified must be in the total amount listed below.

<b>BID</b>			
<b>ITEM</b>	<b>QUANTITY</b>	<b>UNITS</b>	<b>PRICE</b>
Mobilization (includes bonds & insurance)	1	Lump Sum	
Demolition	1	Lump Sum	
Hardscape	1	Lump Sum	
Landscape	1	Lump Sum	
Irrigation	1	Lump Sum	
Includes All Labor, Materials, Parts And Equipment			
Includes A 1 Year Warranty On All Parts, Equipment And Labor			
<b>Total for All Work</b>			

Does your company contract for goods or services from Cuba or Syria? Yes No (Circle One)

Is your company in compliance with Florida Statute 287.087 as a Drug Free Workplace?  
 Yes No (Circle One)

Bidder has examined and carefully studied the bid documents including the following addenda which, if any can be found at VendorRegistry.com and mysebring.com.

\_\_\_\_\_

SUBMITTED BY:

Company:	Date submitted:
Address:	Telephone:
City:	Fax:
State:                      Zip:	E-mail:
Contact Person:	Phone / Fax: (if other than above)
Signature:	Title:                      Date:

The bidder agrees that the submitted bid is valid for 60 days from the bid opening.

This "Official Bid Form" **MUST BE USED AND COMPLETED** in submitting bid.

The CRA Board reserves the right to accept or reject any or all bids or any parts thereof of that may be considered to be in the best interest of the Sebring CRA.

**PAYMENT BOND**

BY THIS BOND, We, \_\_\_\_\_, a  corporation  limited liability company, whose address is \_\_\_\_\_, and whose phone number is \_\_\_\_\_ as Principal, and \_\_\_\_\_, a corporation, whose address is \_\_\_\_\_ and whose phone number is \_\_\_\_\_, as Surety, are bound to City of Sebring, herein called "Owner", in the sum of \$\_\_\_\_\_ (\_\_\_\_\_ Dollars) regarding the Contract for the \_\_\_\_\_ located at \_\_\_\_\_, Sebring, Highlands County, Florida, for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, 20\_\_\_\_, between Principal and Owner for construction of the \_\_\_\_\_ located at \_\_\_\_\_, Sebring, Highlands County, Florida, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payment to all claimants, as defined in §255.05(1), Fla. Stat., supplying labor, materials, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under the contract, then this bond is void, otherwise it remains in full force.

Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in §255.05(1), Fla. Stat.

Any changes in or under the Contract Documents and compliance or non-compliance with formalities connected with contract or with the changes do not affect Surety's obligation under this bond.

Dated \_\_\_\_\_, 20\_\_\_\_\_.

Principal:

Surety:

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

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

Title: \_\_\_\_\_  
(corporate seal)

Title: \_\_\_\_\_  
(corporate seal)

**PERFORMANCE BOND**

BY THIS BOND, We, \_\_\_\_\_, a  corporation  limited liability company, whose address is \_\_\_\_\_, and whose phone number is \_\_\_\_\_ as Principal, and \_\_\_\_\_, a corporation, whose address is \_\_\_\_\_ and whose phone number is \_\_\_\_\_, as Surety, are bound to City of Sebring, herein called "Owner", in the sum of \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars) regarding the Contract for the \_\_\_\_\_ located at \_\_\_\_\_, Sebring, Highlands County, Florida, for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, 20\_\_\_\_, between Principal and Owner for construction of the \_\_\_\_\_ located at \_\_\_\_\_, Sebring, Highlands County, Florida, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under the contract; and
3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in §255.05(1), Fla. Stat.

Any changes in or under the Contract Documents and compliance or non-compliance with formalities connected with contract or with the changes do not affect Surety's obligation under this bond.

Dated \_\_\_\_\_, 20\_\_\_\_.

Principal:

Surety:

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

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

Title: \_\_\_\_\_  
(corporate seal)

Title: \_\_\_\_\_  
(corporate seal)

**SURETY BOND AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says that he or she is a duly authorized (resident) (nonresident) insurance agent, properly licensed under the laws of the State of \_\_\_\_\_, to represent \_\_\_\_\_ of \_\_\_\_\_ (company name), a company authorized to make corporate surety bonds under the laws of the State of Florida.

Said \_\_\_\_\_ further certifies that as Attorney-In-Fact for the said he or she has signed the attached bond in the sum of \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars) on behalf of \_\_\_\_\_ covering the \_\_\_\_\_ located at \_\_\_\_\_, Sebring, Florida.

Said \_\_\_\_\_ further certifies that the premium on the said bond is \_\_\_\_\_, which has been paid in full direct to him as Attorney-In-Fact, and included in his or her regular accounts to the said \_\_\_\_\_, and that he or she will receive his or her regular commission of \_\_\_\_\_ percent as Attorney-In-Fact for the execution of said Bond and that his or her commission will not be divided with anyone except as follows, percent to \_\_\_\_\_ (company name), who is duly authorized resident insurance agent and properly licensed under the laws of the State of Florida.

Countersigned:

\_\_\_\_\_  
Florida Resident Agent

\_\_\_\_\_  
Agent and Attorney-In-Fact

ACKNOWLEDGMENT FOR Attorney-In-Fact  
Sworn to and subscribed before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_.

Notary Public, State at Large

My Commission expires: \_\_\_\_\_