



# REQUEST FOR QUOTES

CITY OF SEBRING  
PURCHASING DEPARTMENT  
368 South Commerce Avenue  
Sebring, FL 33870  
PH: 863.471.5110 ~ FX: 863.471.5168

City of Sebring, a municipal subdivision of the State of Florida, requests the submittal of quotes for:

Notification Date: <b>4/6/18</b>	Title: <b>SEA SERVICE MUSEUM ROOF REPLACEMENT</b> Commodity Codes: 91066, 91473	Number: <b>18-009</b>	Closing Date & Time: <b>4/17/18 @ 3:00 p.m.</b>
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The City of Sebring uses Vendor Registry ([vendorregistry.com](http://vendorregistry.com)) to distribute and receive bids, proposals, as well as some quotes. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. The Vendor Registry website is the official location used by the City for posting formal solicitation documents, addendums, questions/answers and other related material. Vendors obtaining documents from other sources are reminded that those sources are not authorized distribution points and may not have the most current information. The City will not be held liable or be bound by solicitation information obtained from other sources. Registration with Vendor Registry **is required** in order to download and view solicitation documents. Should time not permit please contact the Purchasing Division by e-mail at [purchasing@mysebring.com](mailto:purchasing@mysebring.com) to obtain the solicitation document(s).

Specifications & General Terms and Conditions may be obtained at [mysebring.com](http://mysebring.com) and [vendorregistry.com](http://vendorregistry.com). It shall be the contractors' responsibility to check [vendorregistry.com](http://vendorregistry.com) for amendments/changes made to the document and/or any addendums posted. Any questions regarding this solicitation should reference the above quote number and be emailed to [purchasing@mysebring.com](mailto:purchasing@mysebring.com). Questions should be received no later than 3 business days prior to closing date and time to assure proper answers before submission deadline. All questions and answers will be posted on [vendorregistry.com](http://vendorregistry.com) only. Vendors have to be registered to receive this notification through [vendorregistry.com](http://vendorregistry.com).

Quotations may be emailed to [purchasing@mysebring.com](mailto:purchasing@mysebring.com), hand delivered, or submitted electronically through [vendorregistry.com](http://vendorregistry.com) and must be received prior to the closing date and time stated above. Quotations received after the stated date and time will not be considered.

## **RESPONDENTS ARE ENCOURAGED TO:**

- Read the specifications thoroughly.
- If submitting a quote, reference the checklist on quote form to make sure everything is included.
- Make sure to check vendorregistry.com for any addenda for this quote.
- All requirements and deadlines provided in this package must be upheld. Failure to comply may result in disqualification from this solicitation.

## **SECTION 1 - SPECIFICATIONS**

The purpose and intent of this request is to obtain quotes for the replacement of the roof of the Sea Service Museum located at 1402 Roseland Avenue, Sebring, FL 33870. This quote is for the replacement of the flat portion of the roof only, with an approximate size of 4,100 square feet. The scope of work is as follows:

1. Remove the existing roofing to the deck, clean up, and remove all debris.
2. Provide and install Firestone Building Products (or equivalent) roofing system as follows: One Firestone 1.5 inch Poly-Iso insulation board mechanically attached to the deck; One Firestone MB fiberglass base sheet installed over insulation board; mechanically attached with three inch Firestone HD red screws thru Firestone 3-inch metal plates to manufactures specifications; One Firestone APP 160 membrane heat welded to the fiberglass base sheet; 24 gauge Galvalume eaves drip with 4 inch face and deck flange in Kynar 500 standard color to match existing drip edge; 8 inch APP 160 strip to be heat welded over APP 160 membrane; at block wall areas, cut a reglet in block wall provide and install 24 gauge Galvalume Kynar 500 finish counter flashing to match eaves drip, install into reglet set in caulking over aluminum term-bar pin-griped to block wall on 6-inch center.
3. Quote must include the specific product name if an equivalent substitution will be used.
4. Quote must include manufacturer, materials, and workmanship warranty/guarantee information.
5. Quote must include proof of manufacturer certification as a qualified installer of the product.
6. Quote must contain an approximate start date for work to commence and finish.
7. Quote must include all licenses and insurance as required by federal, state, and local laws.
8. Quote must include 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) The name, total bid price, contract time limit including commencement and completion dates, final construction cost and time spent on the project.
  - b) 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.



**\*\*\*\*\*THIS QUOTE IS STRICTLY FOR THE FLAT PORTION OF THE ROOF ONLY\*\*\*\*\***

## 18-009 Submittal Checklist

**Respondents shall provide a copy of this checklist and all of the following that apply:**

Respondent should check off each of the following items as completed and submit with response.

Checklist Elements	Included
Quote Form	
A copy of all applicable licenses, insurance, and certifications.	
Make sure you have an authorized individual sign the appropriate pages.	
<p>The following must be received by the purchasing department <b>within 10 days after the Notice of Award is issued.</b></p> <ul style="list-style-type: none"> <li>* Vendor Application and W9 (if not already a vendor)</li> <li>* Certificate of Insurance listing the City as additional Insured</li> <li>* Proof of Registration with the City of Sebring Building Department</li> </ul>	

*At the discretion of the Purchasing Agent, bids, proposals, or quotes with minor irregularities may be accepted and allowed to be corrected when it is in the best interest of the City.*

**SUBMITTED BY:** \_\_\_\_\_

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

**OFFICIAL QUOTE FORM**

**18-009 Sea Service Museum Roof Replacement**

**PROPOSED TO: CITY OF SEBRING  
SEBRING, FLORIDA**

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.

Total Cost	
Proposed Product Manufacturer	
Start and Finish Date	
Warranty Information	
Reference project #1	
Reference project #2	
Reference project #3	

Are you considered a local vendor? Yes No (Circle One)

Years in business: \_\_\_\_\_

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)

**Declaration:**

- The undersigned vendor hereby certifies to have personally and carefully examined the quote documents issued for the above reference project, and the site where the work is to be performed, the conditions affecting the work, and consistent with the instructions to vendors.
- The vendor agrees that the quote shall be valid and not withdrawn for a period of 180 days from the quote submission deadline.
- The vendor hereby proposes to furnish all labor, materials, equipment, and services and to perform all work which may be required to complete the work within the time specified and in strict accordance with the contract documents for the above referenced project for the quote indicated above. The quote prices cover all expenses of the vendor, including but not limited to, overhead, profit, and insurance, to perform the work in accordance with the contract documents.
- Vendor certifies that this quote is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a quote for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this solicitation and certify that I am authorized to sign this quote for the vendor. In submitting a quote to the City the vendor offers and agrees that if the quote is accepted, the vendor will convey, sell, assign, or transfer to the City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the state of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the vendor.
- Vendor agrees that if awarded the contract, vendor will comply with the requirements of all applicable federal, state, and local laws, ordinances, and regulations.
- Vendor shall submit executed contract and acceptable evidence of insurance  **naming City of Sebring an additional insured on all policies except workers' compensation**  within (10) calendar days after receipt of award notice and contract from the City of Sebring.
- If the successful vendor, upon award of the contract by the City of Sebring, fails to execute the contract or submit the acceptable evidence of insurance within the time specified, the City of Sebring may revoke the award.

Vendor's Business Name:		
Type of Business: Check One <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation ( <input type="checkbox"/> state ) <input type="checkbox"/> Other		
Business Mailing Address:		
City:	State:	Zip Code:
Telephone:	Fax:	Email:
Employer ID/FIN:		
Receipt is hereby acknowledged of Addenda No(s): <u>  1  </u> <u>  2  </u> <u>  3  </u> <u>  4  </u> <i>Initial all that apply</i>		
<b>OFFICIAL AUTHORIZED SIGNATURE:</b>		
"I certify or declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct".		
Signature:		Date:
Print Name and Title:		Location Executed: (city, state)

## **SECTION 2 - GENERAL TERMS AND CONDITIONS (Rev 8/2016)**

All responses shall become the property of the City of Sebring. The City, at its discretion, reserves the right to waive minor informalities or irregularities in any responses, 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.***

Successful Contractor 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 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 therefrom which appear within a period of one year after final acceptance of the work.

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

**ADDITIONAL WORK:** Contractor may recommend additional work needed in addition to the specifications herein. 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.

**BONDING:** There will be no bonding required for this project.

**CHANGE ORDERS:** The signed contract serves to define the terms and conditions for the services, work or project as described in the solicitation 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 quote 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:**

Lisa Osha, Purchasing Agent  
purchasing@mysebring.com

**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 limits 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 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 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 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.

**EARLY TERMINATION:** City of Sebring reserves the right to cancel the entire contract should the Contractor violate any provisions of this contract, or if the services being provided by the Contractor do not meet the expectations of the City on a consistent and continuing basis. The City may cancel the contract upon thirty (30) days written notice thereof from City to Contractor.

**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 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 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 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:

- 1) **Comprehensive General Liability** (CGL) insurance shall be maintained by the vendor with a limit of not less than \$300,000 each occurrence. If such CGL contains a general aggregate limit, it shall apply separately to this project in the amount of \$600,000. CGL insurance shall include bodily injury and property damage liability for premises, products, and completed operations, and personal injury.
- 2) **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.
- 3) **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.

4) **Evidence of Insurance** The vendor shall furnish the City of Sebring with certificates of insurance. The certificates 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 said 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:** Vendors 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 quote submittal.

**MULTIPLE RESPONSES:** If submitting a response for more than one quote, each quote 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 of each location 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 may notify the Contractor in writing stating the City's intention to terminate the contract and stating the reasons therefore. Unless Contractor remedies such default or has made satisfactory arrangements with the City for such remedy within (2) days after service of said notice upon Contractor, this contract may be terminated by the City. In the event of such termination, the City may take over and complete the work at the expense of the Contractor. The Contractor shall be liable to the City for any excess costs the City incurs.

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

**PRICE:** City shall pay the awarded Contractor the sum stated on the "Official Quote Form" page of this packet in exchange for the products or services rendered as described herein. The quote price shall be fixed and firm for the period of this contract. 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 less than \$1,000.00 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 ORDER:** In the event the City awards the project described herein to a Contractor(s), the Purchase Order 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 the Purchase Order is secondary. 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.

**QUESTIONS:** Questions about this solicitation should be asked through publicpurchase.com. If unable to post a question at publicpurchase.com, questions may be asked via email or in writing and addressed to the Purchasing Agent. **Any oral communication concerning this document shall not be binding.**

**RENEWAL:** Not applicable.

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

**RESPONSES/QUOTES** are due and must be received in accordance with the instructions given in the announcement page. Responses/quotes received later than the time designated will be deemed as non-responsive and will not be considered. Responses/quotes 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 have the authority to monitor all subcontractors to make sure all conditions of this document are being executed. Furthermore, the City has the right to refuse subcontractors work on the project.

**TERM:** Not applicable.

**TERMINATION:** Should Contractor violate any provision in this document, City may notify Contractor, in writing, stating the City's intention to terminate the contract and stating the reasons thereof. Unless Contractor remedies such default or has made satisfactory arrangements with the City for such remedy within five (5) business days after service of said notice upon Contractor, this Contractor may be terminated by the City.

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

### **SECTION 3 – DEFINITIONS**

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

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

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

**CHANGE ORDER** - The signed contract serves to define the terms and conditions for the services, work, or project as described in the quote 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 OR OWNER** - The City of Sebring, a Florida municipal corporation - The entity for whom the work is to be performed. City Hall, 368 South Commerce Avenue, Sebring, Florida 33870, phone 863-471-5100.

**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.

**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.