

**SUBMIT HARDCOPY DOCUMENTS TO:**



**City of Arcadia  
Office of the City Clerk  
23 North Polk Avenue  
Arcadia, Florida 34266**

**City of ARCADIA, Florida**

**NOTICE OF AVAILABILITY**

**Solicitation Type: Invitation For Bid**

**RELEASE DATE: MAY 1, 2017**

**SOLICITATION # BID NO. 2017-02**

**PROPOSAL NAME: SIDEWALK IMPROVEMENTS  
UNIT PRICING CONTRACT**

**SCOPE:** The City of Arcadia is accepting sealed bids for a Unit Price Contract for Sidewalk Improvements

**PUBLIC NOTICE OF AVAILABILITY:**

- [www.arcadia-fl.gov](http://www.arcadia-fl.gov)
- [www.demandstar.com](http://www.demandstar.com)
- Purchasing Department, 23 N Polk Avenue, Arcadia, FL 34266
- Posted Margaret Way Building
  - Posted: May 1, 2017
- Arcadian News Paper
  - Published: May 4, 2017

**DUE DATE AND TIME FOR SUBMITTING A  
SUBMITTAL PACKAGE IS:**

**THURSDAY, JUNE 1, 2017 at 2:00 p.m.** or as may be amended by the subsequent issuance of addenda.

**NON-MANDATORY PRE-BID MEETING:**

**THURSDAY, MAY 11, 2017 at 10:00 a.m.**

**INQUIRIES AND CLARIFICATIONS REQUESTS**

**DEADLINE: THURSDAY MAY 25, 2017:**

All questions as to the terms and conditions of the scope of work of this proposal shall be submitted in writing via mail, fax, or e-mail to the authorized City contact no later than 7 days before the opening of the Bid.

**AUTHORIZED CITY CONTACT:**

Darlene Davis, Fiscal Assistant  
City of Arcadia Purchasing Department  
23 North Polk Avenue  
Arcadia, Florida 34266  
Phone: 863-494-4114 Fax: 863-494-4623  
Email: ddavis@arcadia-fl.gov

Submittal packages in response to this Solicitation must be submitted in the following method: Sealed in an envelope and delivered to:

Penny Delaney, City Clerk  
City of Arcadia  
23 North Polk Avenue  
Arcadia, Florida 34266

Refer to the **Instructions to Bidders** section of this document, for additional detailed instructions for submitting a response.

Submittal Packages received in response to this solicitation and received by the established due date and time specified will be publically opened and read aloud in the Council Chambers, Margaret Way Building, 23 North Polk Avenue, Arcadia, Florida on **THURSDAY, JUNE 1, 2017 at 2:00 p.m. or soon thereafter**. The opening and reading shall be in the presence of the Purchasing Agent and witness. Proposers and the general public are not required but invited to attend.

**BIDDER/PROPOSER REGISTRATION**

FAX: (863)494-4623

Please register as a vendor using this form. Only registered vendors will be contacted with notices of changes or addenda to this bid package. Complete and return this form by fax or mail to the Purchasing office at the address listed above.

Company Name: \_\_\_\_\_ Contact person: \_\_\_\_\_

Mailing address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

*All first time vendors must submit a W-9 Form with their response.*

# TABLE OF CONTENTS

**PROJECT NAME:        SIDEWALK IMPROVEMENTS UNIT PRICING CONTRACT**  
**BID NUMBER:         IFB# 2017-02**

	<u>PAGE</u>
INSTRUCTION TO BIDDERS	3-4
GENERAL CONDITIONS	5-10
SPECIAL INSTRUCTIONS AND CONDITIONS	11-12
GENERAL PROVISIONS	13-21
SPECIAL PROVISIONS	22
TECHNICAL PROVISIONS	23-26
 <b><u>FORMS:</u></b>	
STATEMENT OF NO BIDS/SUBMITTAL	27
BID FORM	28
BID CERTIFICATION	29-30
BIDDERS CHECKLIST	31
QUALIFICATIONS STATEMENT	32-35
PUBLIC ENTITY CRIMES FORM	36-37
DRUG-FREE WORK PLACE CERTIFICATION	38
HOLD HARMLESS FORM	39
NON-COLLUSION AFFIDAVIT	40-41
EXAMPLE AGREEMENT	42-48

**CITY OF ARCADIA  
SIDEWALK IMPROVEMENTS  
UNIT PRICING CONTRACT- IFB# 2017-02  
INSTRUCTIONS TO BIDDERS**

Qualified companies are invited to submit a bid to enter into a **Sidewalk Improvements Unit Pricing Contract** for the repairs and replacement of existing sidewalks located within the City of Arcadia by replying to the enclosed specifications. In order for your bid to be considered, you must complete all items in this specification.

It is the intent of the City to award this bid to the lowest responsible bidder with proven reliability and the ability to supply all items within a reasonable time frame acceptable to the City of Arcadia.

A **Non-Mandatory Pre-bid** conference has been scheduled for **THURSDAY, MAY 11, 2017 at 10:00 a.m.** in Council Chambers, Margaret Way Building, 23 Polk Avenue, Arcadia, Florida 34266. Interested contractors and sub-contractors are invited to attend the pre-bid conference to obtain additional information and clarification of the City's requirements.

**1. NOTIFICATION:** The City utilizes the following methods for notification and distribution of solicitation opportunities:

- City of Arcadia Website at [www.arcadia-fl.gov](http://www.arcadia-fl.gov)
- DemandStar at [www.demandstar.com](http://www.demandstar.com)
- Request via email [ddavis@arcadia-fl.com](mailto:ddavis@arcadia-fl.com)

These are the only methods of notification and distribution authorized by the City. The City shall not be responsible for receipt of notification and information from any source other than those shown above. It shall be the Bidder's responsibility to verify the validity of all IFB documents and solicitation information received by sources other than those listed.

**2. CONTACT:** All prospective respondents are hereby instructed not to contact any member of the City of Arcadia staff or City Council other than the designated contact person (listed above) regarding this bid at any time during the bid process. Any such contact shall be cause for rejection of your bid.

**3. REQUIRED INFORMATION:** This IFB contain various sections which require completion. Responses to this IFB (Bids) must be completed and returned prior to the Due Date and Time set for Proposal opening or the Bidder will be found non-responsive.

**4. CORRESPONDENCE:** The number of this IFB must appear on all correspondence, or inquiries, pertaining to this IFB.

**5. NOTICE OF PUBLIC DOCUMENTS:** Any and all materials initially or subsequently submitted as part of the solicitation process for this IFB shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.

**6. ADDENDA:** Any interpretations, corrections or changes to this IFB will be made by addenda. Sole issuing authority shall be vested in the City Purchasing Department. Addenda will be posted and available through the City notification methods shown above.

**7. ELECTRONIC SUBMISSION:** Electronic Bids will not be accepted for this IFB.

**8. PAPER SUBMISSION:** All copies of the Bid must be received on or before the Due Date and Time at the City of Arcadia, City Clerk, 23 North Polk Avenue, Arcadia, Florida 34266. Late bids will not be considered, regardless of the reason. Bid packet envelopes must be **sealed and marked** with the Bid number, due date, and name of firm so as to identify the enclosed submittal. It is the sole responsibility of the Bidder to ensure their Bid reaches the City Clerk on or before, the Due Date and Time. It is the sole responsibility of the Bidder to utilize the forms provided in this IFB. City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City holidays. Included in the sealed container shall be:

- One (1) unbound original clearly marked "ORIGINAL".
- Two (2) copies clearly marked "COPY" with all required information and identical to the original.

- One (1) electronic copy with all required information, and identical to the original, on a universal serial bus (USB) portable flash memory card. Electronic copies should be in PDF format in one continuous file. Do not password protect or otherwise encrypt electronic copies

- 9. BID OPENINGS:** All Bids submitted shall be publicly opened in the Council Chambers at the Margaret Way Building, 23 North Polk Avenue, Arcadia, Florida or other designated City location as posted.
- 10. LATE BIDS:** Bids received after the Due Date and Time shall be returned to Bidder unopened and will be considered non-responsive. The City is not responsible for the lateness due to weather conditions, delivery service, or any other reasons.
- 11. EVALUATION OF BIDS:** The Bid is reviewed by staff to determine whether each Bidder is responsive and responsible. A responsive Bidder shall mean a Bidder that has submitted a Bid that conforms in all material respects to the requirements in the IFB. Among other things, a Bid may be found non-responsive if the Bidder failed to provide the information requested in the Bid; failed to utilize or complete the required forms; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; provided improper or undated signatures; or provided information that is false, misleading, or exaggerated. A responsible Bidder means a Bidder meets the minimum qualification requirement(s) of this IFB. If the lowest priced bid is found non-responsive then the next low bidder will be evaluated and so on until a responsive contractor is found. A Bid Tabulation will be completed for those Bidders that are deemed responsive and responsible.
- 12. CONE OF SILENCE:** Once the formal solicitation has been issued, communication from a prospective proposer is prohibited, whether direct or indirect, regarding the subject matter or the specifications by any means whatsoever (whether oral or written), with any City employee, elected official, selection committee member, or representative of the City of Arcadia, from the issuance of the specifications until the Council makes the award. Communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration for award of the bid or any future bid. The only exceptions to the foregoing rule are as follows: (1) an invitation to give an oral presentation to the selection committee is received; (2) any questions relative to interpretation of specifications or the formal solicitation process shall be addressed to the authorized City Contact as stated below in "Inquiries."
- 13. INTERPRETATION OF SPECIFICATION:** All questions concerning this IFB, such as technical specifications, discrepancies, omissions and exceptions to any term or condition of the IFB documents must be submitted to the City's designated contact person **in writing** via email or U.S. Mail to: **Darlene Davis, City of Arcadia Purchasing Department, 23 North Polk Avenue, Arcadia, FL 34266** or [ddavis@arcadia-fl.gov](mailto:ddavis@arcadia-fl.gov). No oral interpretations will be made to any firm as to the meaning of specifications or any other contract documents. All questions must be received within seven (7) calendar days prior to the scheduled opening of bids. All such requests for information and/or clarification shall be made in writing. Any interpretation of the bid terms, conditions, and/or specification, if made, will be only by Addendum duly issued. A copy of such Addendum will be posted to the City's website at [www.arcadia-fl.gov](http://www.arcadia-fl.gov) and on [www.demandstar.com](http://www.demandstar.com) **IT IS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE CITY'S WEBSITE FOR ANY ADDENDUM PRIOR TO SUBMITTING A BID.** No verbal instructions or interpretations of drawings and specifications will be made other than indicated above.
- 14. SCOPE OF SERVICES:** The City is seeking bids from qualified firms for the Sidewalk Improvements Unit Pricing Contract- IFB# 2017-02 that meets the requirements as stated herein.
- 15. AWARD:** The City reserves the right to waive minor defects, variations to specifications, informalities, irregularities and technicalities in any Bids, to reject any and all Bids in whole or in part, with or without cause, and/or to accept Bids that in its judgment will be for the best interest of the City. The City also reserves the right to separately accept or reject any item or items of a bid and to award and/or negotiate a contract in the best interest of the City.

**16. SOLICITATION TIMETABLE:** The tentative schedule for this solicitation is as follows:

Invitation To Bid Issued:	Monday, May 1, 2017
Non-Mandatory Pre-Bid Meeting:	Thursday, May 11, 2017
Deadline For Receipt Of Questions:	Thursday May 25, 2017
Responses To IFB Due:	Thursday June 1, 2017
Tentative Council Approval Authorizing Award:	Tuesday, June 20, 2017

**CITY OF ARCADIA  
SIDEWALK IMPROVEMENTS  
UNIT PRICING CONTRACT- IFB# 2017-02  
GENERAL CONDITIONS**

1. **NOTICE TO BIDDERS:** The following General Conditions apply to all Invitations for Bid unless modified by the provisions set forth in any other instructions, conditions or provisions attached hereto. If there is a conflict between the General Conditions and any other instructions, conditions or provisions the language in such other instructions, conditions or provisions will apply.
2. **SUBMITTAL OF BIDS:** Qualified businesses or individuals requesting consideration must submit a complete bid with any/all attachments in a sealed package clearly marked with the name and number of the bid, to the attention of the City Clerk, City of Arcadia, Margaret Way Building, 23 North Polk Avenue, Arcadia, Florida 34266 prior to bid the closing date and time of Thursday, June 1, 2017 at 2:00 p.m. Bids must be plainly marked, "SIDEWALK IMPROVEMENTS UNIT PRICING CONTRACT - BID NO. 2017-02". If not so marked as to this wording, sealed and/or received by the closing time, the bid will not be considered.

Bid packets or additional information regarding this bid or the bidding procedures may be obtained by contacting the City of Arcadia, Purchasing Department, 23 North Polk Avenue Arcadia, Florida 34266, (863) 494-4114 or by email at ddavis@arcadia-fl.gov.

It shall be the sole responsibility of the bidders to have their bid delivered on or before the time and date of Thursday, June 1, 2017 at 2:00 p.m. Any bids received after the stated time and due to delays caused by mail or courier delivery, or any other reason, shall not be opened or otherwise considered, and will be returned at the bidder's expense.

Bids shall be opened and publicly announced at the City Council Chambers, 23 N. Polk Ave. Arcadia, FL 34266, after the close of bids, unless otherwise specified in the Special Instructions and Conditions.

3. **SPECIFICATIONS AND REQUIREMENTS:** The detailed specifications and additional requirements relating to this bid are set forth in the Special Instructions and Conditions, General Conditions, General Provisions, Special Provisions and Technical Provisions attached hereto.
4. **SILENCE OF SPECIFICATIONS:** The apparent silence of any specification as to any details or any omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only new materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of specification shall be made accordingly by the City.
5. **BID FORM:** Bidders shall complete, sign and furnish the "Bid Form", together with the forms, specifications and materials required to be submitted as identified in the Special Instructions and Conditions, General Instructions and Conditions, General Provisions, Special Provisions and Technical Provisions or any exhibits attached hereto, including a properly executed Drug-Free Workplace Certification, and a Sworn Statement on Public Entity Crimes form pursuant to Section 287.133(3)(a), Florida Statutes. The minimum number of complete bid packages to be submitted is set forth in the Special Instructions and Conditions.

If the "Special Instructions and Conditions" include a "Scope of Work" provision, and/or provide for a supplemental and or implementing agreement, the City reserves the right to modify the "Scope of Services" and/or the terms and conditions of any such agreement prior to execution by the City if such modifications are determined to be in the best interest of the City.

Bids may be considered non-responsive, at the sole option of the City, and may be rejected if they include omissions, alterations of form, additions not called for, conditions or limitations, unauthorized alternate bids, submission of less than the number of bid packages requested, or other irregularities of any kind.

Unless otherwise stated, the price(s) set forth in the Bid include(s) all costs and expenses for labor, equipment, materials, commissions, transportation charges and expenses, handling material inspection, and patent fees

and royalties, together with any and all other costs and expenses for providing the service, equipment, materials or performing and completing the work as shown according to the plans and specifications herein.

If quotations are requested for the various items of work, they are intended to establish a total price for providing the materials, equipment, services, or completing the work in its entirety. Should the Bidder determine that the cost for any item of work has not been established by the Bid Form, the cost for that work is to be included in other applicable Bid item(s), so that the Bid reflects the total price for completing that work in its entirety. In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern. Written prices shall govern over figures.

6. **CONE OF SILENCE:** Once the formal solicitation has been issued, communication from a prospective proposer is prohibited, whether direct or indirect, regarding the subject matter or the specifications by any means whatsoever (whether oral or written), with any City employee, elected official, selection committee member, or representative of the City of Arcadia, from the issuance of the specifications until the Council makes the award. Communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration for award of the bid or any future bid. The only exceptions to the foregoing rule are as follows: (1) an invitation to give an oral presentation to the selection committee is received; (2) any questions relative to interpretation of specifications or the formal solicitation process shall be addressed to the authorized City Contact as stated below in "Inquiries."
7. **CLARIFICATION AND ADDENDA:** Each bidder shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning the interpretation, clarification or additional information pertaining to this Invitation to Bid will be accepted by the authorized City Contact up to and including seven (7) working days prior to the closing date and time stated herein. The issuance of an addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued, the City will attempt to notify all known prospective bidders, however, it shall be the responsibility of each bidder, to check the City's website for any Addendum prior to submitting a bid. If an addendum has been issued, and was not incorporated in the Bid documents submitted by bidder, the Bid may not be accepted or considered by the City.
8. **MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:** Unless otherwise specifically stated in the Special Instructions and Conditions, General Instructions and Conditions, General Provisions, Special Provisions or Technical Provisions any manufacturer's names, trade names, brand names, catalog numbers or similar information listed in a specification are for the purpose of information and illustration, and are not intended to restrict the submission of alternates meeting minimum specifications. The bidder may offer the same or any alternate for which the bidder is an authorized representative, which meets or exceeds the specifications for any item. If a manufacturer's name or model is included in the specification, and a bid is based on alternate products or services which bidder maintains is equivalent and meets or exceeds specifications, bidder is to indicate on the Bid Form the manufacturer's name and related information of the alternate; including any deviation from the specifications. Unless expressly noted on the bid that an alternate is being proposed, and the specification includes a specific manufacturer's model or brand, the Bid will be considered as a quotation for the item(s) stated in the specifications.
9. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidders must furnish all information requested in the bid packet including but not limited to any sketches, plans, designs, specification, and descriptive literature regarding the product(s)/service(s) being offered. Bids which do not comply with these requirements are subject to rejection. Reference to submission of documentation or materials with a previous bid will not satisfy this provision.
10. **BONDS/INSURANCE:** All Awards will be subject to presentation of any required performance bond or certificate of insurance prior to any purchase authorizations, agreements, contract documents, or delivery. The bidder shall maintain any performance bonds or insurance coverage set forth in the Special Instructions and Conditions, General Instructions and Conditions, General Provisions, Special Provisions and Technical Provisions at its own expense. If insurance is required, the City is to be listed on the Bidder's Certificate of Insurance as an additional insured and Certificate Holder in order that the City will be notified if the insurance is canceled or modified. The Certificate shall also list the name of the project/service/equipment purchased, and the expiration date of the policy. At the City's option, an Award may be canceled and any bid bond forfeited if any required performance bond or insurance certificate is not delivered within 21 calendar days of the date of Award.

**Note:** the provisions of this section are in addition to and not a replacement for, any Bid and/or Performance Bond required in the **Special Instructions and Conditions, General Instructions, General Provisions, Special Provisions and Technical Provisions**. The foregoing provisions are intended to be in addition to any other legal remedy available to the City for non-performance by a bidder subsequent to the acceptance and/or award of a bid.

- 11. SERVICE AND WARRANTY:** If any warranty repair or replacement service is requested in the Special Instructions and Conditions, General Instructions and Conditions, General Provisions, Special Provisions and Technical Provisions, any deviation or limitation from the requirements is to be expressly stated on the Bid Certification Form. If the service or product provided to the City pursuant to the bid consists of computer hardware, software or firmware, the bidder warrants that said product will accurately process/or reflect data from, into and between the twentieth and twenty-first centuries, including leap year calculations.
- 12. CONTRACT FORMS:** Any agreement or contract resulting from the acceptance of a bid shall be on forms either supplied by or approved by the City, and shall contain, as a minimum, applicable provisions of the Invitation to Bid, and the bid documents to be submitted by bidder, including the Special Instructions and Conditions, General Instructions and Conditions, General Provisions, Special Provisions and Technical Provisions and all attachments therewith. The City reserves the right to reject any bid or resulting agreement which does not conform to the Invitation For Bid and, if applicable, any City requirement relating to such an Agreement.

The City reserves the right to extend any contract or agreement for an additional period of not more than ninety (90) days beyond the original expiration date. Prices in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

The successful bidder will be required to execute any resulting agreement and provide any bonds or insurance certificates required at the time of contract execution. Failure to timely execute the necessary bond or insurance certificate will result in cancellation of an award, with no further obligation by the City.

This bid is subject to the appropriation of funds in an amount sufficient to allow continuation of the City's performance in accordance with the terms and conditions of this bid for each and every fiscal year in which this bid is executed and entered into. If funds are not appropriated/available, the City shall provide prompt written notice to the Vendor that effective thirty (30) days after giving such notice, or upon the expiration of the time for which funds were appropriated, whichever occurs first, the City will thereafter be released of all further obligations related to the bid and/or award.

- 13. BID EXPENSES:** All expenses for preparing and submitting bids to the City are to be borne by the bidder.
- 14. VARIANCES:** Any variance whatsoever from the bid specifications are to be clearly identified on the bid form. Acceptance of any proposed variations will be at the sole discretion of the City.
- 15. CONFLICT OF INTEREST:** The award of a bid or acceptance of bid is subject to Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is a City official or employee, or a member of an official's or employee's immediate family. Further, bidders must disclose the name of any City official or employee, or a member of an official's or employee's immediate family, who owns directly or indirectly an interest of ten percent (10%) or more in the bidder's firm or related business.
- 16. DELIVERY:** All items provided pursuant to an award are to be delivered prepaid to the City Clerk, 23 North Polk Avenue, Arcadia, FL 34266. All delivery charges are to be included in the bid price. No C.O.D. will be accepted. Title and risk of loss or damage to all items shall be the responsibility of the bidder until delivered to the City.
- 17. INSPECTION, ACCEPTANCE AND TITLE:** All items delivered pursuant to an award are subject to inspection and review prior to acceptance by the City. Acceptance, evidenced by separately written Notice of Acceptance or full payment, will be made only after verification of compliance with all specifications. Acknowledgment of delivery and/or partial payment does not constitute acceptance.



**18. OWNERSHIP RIGHTS:** All products generated by the bidder for the City become the property of the City. The City may require submission of any electronic file version of reports, data, maps or other submission of documentation produced for or as a result of this bid in addition to paper documents.

**19. RESERVED RIGHTS:** The City reserves the right to reject any and all bids, with or without statement of cause, request resubmissions, or to waive any irregularities or technicality or negotiate modifications to any bid which may be in the best interest of the City.

Bidders which do not normally engage in providing the types of commodities/services specified herein may be required to demonstrate they have sufficient financial support, equipment, and organization to ensure they can satisfactorily perform if awarded a bid/contract under the terms and conditions herein stated.

The City reserves the right to make such investigations as it deems necessary to determine the ability of any bidder to perform the work or service requested. Any information the City deems necessary to make such determinations shall be provided by the bidder upon request as a condition of further consideration of the bid. The applicability of all information obtained and the City's decision shall be final. By submitting a bid, the bidder authorizes such investigation.

If the contract awarded as a result of this bid is terminated prior to the end of the term, the City reserves the right to award the balance of the contract to the next lowest responsive bidder.

**20. ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising or marketing purposes without written approval of the City Administrator.

**21. GOVERNMENTAL RESTRICTIONS/REQUIREMENTS:** In the event any governmental restrictions are be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in a bid, it shall be the responsibility of the successful bidder to immediately notify the City of the specific regulation which required an alteration, and the specific alternations that will be made to the item(s) bid. The City reserves the right to accept any such alteration/substitution, including any price adjustments resulting therefrom, or to cancel the award at no expense to the City.

**22. NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, age, color, creed, handicap, or national origin in the selection, award, or operations conducted, or performance related to any bid.

**23. UNAUTHORIZED EMPLOYEES OR AGENTS:** Employment of unauthorized aliens by bidder is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If a bidder knowingly employs unauthorized aliens, such action shall be cause for unilateral cancellation of the Agreement and City may recover damages from bidder resulting from such cancellation. The bidder shall be responsible for including this provision in any context with, and requiring compliance by any/all subcontracts performing for bidder relating to this Agreement.

**24. OTHER GOVERNMENTAL ENTITIES - OPTIONAL APPLICATION:** In the State of Florida, other Florida public entities may "piggy-back" on competitive bid awards under the same terms and conditions, if all parties are in agreement.

**25. LEGAL NAME:** Bids shall clearly indicate the legal name and organizational structure, business address, and telephone number of the bidder. Bids shall be signed above the typed or printed name and title of the individual submitting the bid. The signer shall warrant he/she has the authority to bind the bidder to the terms and conditions of the submitted bid.

**26. WAGES:** State and Federal minimum wage and hour regulations apply to bidder and all subcontractors.

**27. SELECTION:** The procedures for the selection/award of bids are provided for by Florida Statutes, the City's Charter, Code of Ordinances, and Administrative Policies. Generally, all bids are reviewed by City staff and evaluated by the City Administrator. The type and price of the product(s) or service(s) being acquired determines if an award or selection may be made by the City Administrator or requires City Council approval. For information on which procedure applies to a particular bid contact the Purchasing Department.

Bids will be evaluated based on, but not limited to, one or more of the following criteria as appropriate:

- a) Compliance with specifications
- b) Price (if applicable)
- c) Capability/adequacy of bidder
- d) Ability to perform the contract within time specified
- e) Past and current projects, services or equipment provided to City
- f) Delivery schedule
- g) Prior government projects, services or equipment provided to other jurisdictions.
- h) General reputation, location and references

Pursuant to Chapter 287.087 Florida Statutes, in the event two or more bids are equal with respect to price, quantity, and services, preference will be given to bidders which have implemented Drug Free Workplace Programs. In addition, at the sole discretion of the City, payment terms, conditions, and other consequential information may be utilized in resolving apparent tie bids.

***NOTE: For consideration, Bidder must return the Certification Form included in the bid package.***

- 28. INDEMNIFY:** After notification of award, the successful bidder shall indemnify and save harmless the City and its officials, officers, employees, agents and invites, from and against all claims, suits, sections, damages or causes of action arising from any personal injury, loss of life or damage to property, sustained by reason of, or as a result of constructing, manufacturing, processing, delivery, or performance of the services or work for which the bid was awarded or any resulting agreement executed, and from and against any orders, judgments, or decrees which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in any resulting agreement shall be deemed to affect the rights, privileges and immunities of the City of Arcadia.

The bidder, without exception, shall also indemnify and save harmless the City and its officials, employees, agents and invites from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City. If the bidder uses any design, device or materials covered by patent or copyright, it is mutually agreed and understood that the bid prices include all royalties or cost arising from the use in any way of such design, device or materials involved in the product and/or services provided to the City.

- 29. MODIFICATION - AFTER AWARD:** Any changes proposed by a bidder after an award in (a) materials used, (b) manufacturing process, or (c) construction or specifications, are to be submitted in writing to the City Administrator prior to delivery. No changes shall be approved and binding upon the City unless evidenced by a Change Order issued and signed by the City Administrator.
- 30. ASSIGNMENT:** Any Purchase Order issued pursuant to this bid invitation/request for bid and the funds which may become due hereunder, are not assignable, except with the prior written approval of the City Administrator.
- 31. DISCLOSURE:** Bidder acknowledges by submitting a bid that all information provided to the City is part of the public domain as defined by Florida Statutes and is considered a public record. No information should be labeled "confidential," unless specifically exempted under said Statutes, and exempts the City from any liability for releasing all information to the public, including inadvertently releasing information deemed confidential by the bidder.
- 32. TAXES:** The City is a tax-exempt Florida municipality, Federal Employment Identification Number 59-6000266, Florida State Tax Number 85-8012595892C-8. Copies of Exemption Certificate and related information may be obtained by contacting the Finance Director, 23 N. Polk Ave. Arcadia, FL 34266 or (863) 494-4114.
- 33. APPLICABLE LAWS/LEGAL VENUE:** All applicable laws, regulations and ordinances of the State of Florida, Desoto County and the City of Arcadia will apply to consideration and award of any bid and the performance

of the bidder pursuant thereto, and shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court of Desoto County, Florida, or the United States District Court for the Middle District of Florida, as applicable.

**NOTE:** ANY AND ALL PROVISIONS SET FORTH IN THE SPECIAL INSTRUCTIONS AND CONDITIONS, GENERAL INSTRUCTIONS AND CONDITIONS, GENERAL PROVISIONS, SPECIAL PROVISIONS AND TECHNICAL PROVISIONS ATTACHED HERETO, WHICH VARY FROM THESE GENERAL INSTRUCTIONS AND CONDITIONS, SHALL HAVE PRECEDENCE.

**CITY OF ARCADIA  
SIDEWALK IMPROVEMENTS  
UNIT PRICING CONTRACT- IFB# 2017-02  
SPECIAL INSTRUCTIONS AND CONDITIONS**

**\* Note: The GENERAL CONDITIONS (attached hereto) apply, except as set forth below, for this Bid.**

**A. Description: ( ) See Attached (X) As Follows**

This bid is for an annual Unit Price Sidewalk Improvements contract for the repair, replacement and addition to existing sidewalks in accordance with the Special Instructions and Conditions, General Instructions and Conditions, General Provisions, Special Provisions and Technical Provisions attached hereto.

**B. Specifications: (X) Attached ( ) As follows:**

See attached General Provisions, Special Provisions and Technical Provisions for Sidewalk Improvements Unit Pricing.

**C. Contract/Agreement Required:**

Yes, upon award, the successful Bidder will enter into a contract with the City in accordance with the Special Instructions and Conditions, General Instructions and Conditions, General Provisions, Special Provisions and Technical Provisions attached hereto.

**D. Items to be submitted with Bid:**

Bid Form  
Bid Certification  
Qualification Statement  
Public Entity Crimes Form  
Drug-Free Workplace Certification  
Hold Harmless Form  
Non-Collusion Affidavit  
Bid Bond (If required)

**E. Deadline and place for submission of Bids:**

Thursday, June 1, 2017 at 2:00 p.m.  
City of Arcadia  
Attn: City Clerk  
23 North Polk Avenue  
Arcadia, Florida 34266

**G. Insurance Requirements: ( ) None (X) As follows:**

**Minimum Coverage**

Property Damage:	\$ <u>*100,000</u>
General Liability	\$ <u>1,000,000/\$2,000,000</u>
Automobile Liability	\$ <u>1,000,000 combined</u>
Professional Liability	\$ <u>N/A</u>
Other: <u>Workman's Compensation</u>	\$ <u>Statutory Limit**</u>

***Note: To be furnished by Successful Bidder upon Execution of Agreement.***

## H. **BONDS**

- If Bid is less than \$50,000 no Bid Bond or Payment and Performance Bond required.
- If Bid is greater than \$50,000 and is for material only, a Bid Bond is required but no Payment and Performance Bond is required.
- If Bid is \$50,000 - \$100,000, and is for services, a Bid Bond is required but no Payment and Performance Bond is required.
- If Bid is greater than \$100,000, and is for services, Bid Bond and Payment and Performance Bond is required.

### **BID BOND:**

- a. If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the bidder shall enclose a Certified Check or Bid Bond with each bid. A Certified Check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made payable to the CITY OF ARCADIA as a guarantee that the Bidder will not withdraw its bid for a period of ninety (90) calendar days after Bid closing time. Bid Bonds or Certified Checks will be returned to unsuccessful bidders within 10 days of bid award. Successful bidders will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

### **PERFORMANCE AND PAYMENT BONDS:**

- a. In the event the Contract is awarded to the Bidder, Bidder will thereafter enter into a written contract with the CITY OF ARCADIA and furnish a Payment and Performance Bond in an amount equal to the contract price. The form of the bonds shall be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Bidder shall forfeit its bid security.

Payment and Performance Bond shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

The following exceptions to bidder providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625, Florida Statutes. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security shall be in the amount of the bid.

***NOTE: BIDS MAY BE REJECTED IF ALL DOCUMENTS ARE NOT COMPLETE AND EXECUTED, AND THE NUMBER OF COPIES SPECIFIED/REQUESTED OF EACH ARE NOT SUBMITTED WITH THE BID.***

**CITY OF ARCADIA  
SIDEWALK IMPROVEMENTS  
UNIT PRICING CONTRACT- IFB# 2017-02  
GENERAL PROVISIONS**

**1. SCOPE OF WORK**

**1.1 Intent of Contract:** Bid forms shall set forth firm bid unit prices for furnishing all necessary materials and completing all work, including but not limited to labor, transportation, supervision, equipment, startup and testing incidental to the Project, as described in the specifications and/or shown on the plans attached herewith. The City reserves the right to establish the exact limits of work in the field and to add or delete from the Project, as it deems necessary.

**1.2 Definitions:**

**1.2.1** The successful bidder for this Contract will be referred to as the **CONTRACTOR**; Department Director or his/her representative, acting personally or through an assistant duly authorized for such act by the City will be referred to as City. For the purposes of this Contract, the word "Project" shall mean the services limits of **CONTRACTOR**.

**1.2.2** The Contract documents consist of the Request for Bids, Instructions to Bidders, Bid Forms, Technical Provisions, General Provisions, Special Provisions, Insurance Requirements, and all other related documents, including all modifications thereof incorporated in the documents before their execution. These form the Contract.

**1.2.3** Written notice shall be deemed to have been duly served three days after date of postmark, and upon receipt, if delivered to the individual or member of the firm or an officer of the corporation for whom it is intended.

**1.2.4** The term Subcontractor, as employed herein, includes only those having a direct Contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans and specifications of this work, but does not include one who merely furnishes material not so worked.

**1.2.5** The term "work" of the Contractor includes labor or materials or both, equipment, transportation or other facilities necessary to complete the Contract.

**1.2.6** All time limits stated in the Contract documents are of essence to the Contract.

**1.3 Quality of Work:** The Contractor agrees to do the work covered under this Contract to the best of his/her ability and conforming to this Contract and specifications and of a quality acceptable to the trades. The Contractor further agrees to follow proper and appropriate instructions by the City.

**1.4 Time of Completion:** The Contractor shall complete the work within the time set forth in the Contract. The Contractor shall complete each portion of the work within such time as set forth in the Contract for such portion. The time of completion of the Contract shall be expressed in calendar days.

All work for this project shall be performed during regular business hours. A regular workday shall be considered to be a maximum of ten (10) hours duration. The cost for inspection time for work performed on weekends, holidays, or in excess of ten (10) hours may be billed to the Contractor at the prevailing wage plus overhead costs for those persons involved.

A working day is any day within the period between the start of the Contract time and the date provided in the Contract for completion or upon field acceptance by the City of all work provided for in the Contract, or as stipulated in the Technical Specifications, or whichever comes first, other than: Saturday, Sunday, any day designated as a holiday by the City, any day the Contractor is prevented from working during the first five (5) hours of the work day, with at least sixty percent (60%) of the normal work force, due to inclement weather. Request for planned overtime by the Contractor must be submitted in writing to the City, twenty-four (24) hours in advance, and may not proceed without the City's approval.

**2. PROSECUTION AND PROGRESS**

**2.1 Subletting or Assigning of Contracts:** The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title, or interest therein, without written consent of the City Administrator or his Designee.

**2.2 Preconstruction Meeting:** After the Contract has been awarded, the City will schedule a preconstruction meeting to be held before any work is begun to review the construction aspects of the Project. The meeting will be between the City, the Contractor and various utility companies that will be affected by the construction.

The awarded Contractor shall furnish a certified recorded copy from DeSoto County Clerk's Office of the Performance and Payment Bond in the amount of 100% of the total project price within ten (10) calendar days after notification of award to the Purchasing Department. The undersigned shall be responsible and bear all costs associated to record Performance and Payment Bond with DeSoto County Clerk's Office. Receipt of said recording and a certified copy of the Bond shall be furnished to the Purchasing Department at the time of the preconstruction meeting.

**2.3 Submission of Work Schedule/Order of Completion:** At the preconstruction meeting, the successful bidder shall have on hand a working schedule for the Project, showing in detail the order in which the Contractor proposes to perform the work. He/she shall indicate the dates on which major equipment will be delivered and various major items of work will start and the estimated completion dates of the major items. The schedule shall also show the Contractor's proposed operations for the various items of work, which would affect or be affected by utility adjustments.

**2.4 Submission of Schedule of Values:** Schedule of Values to reflect value of equipment and work performed per unit price, with totals is to be submitted at preconstruction meeting. Both parties are to agree on proposed schedule of values prior to any work being performed.

**2.5 Provisions for Convenience of Public:** The Contractor shall schedule his/her operations so as minimize any inconvenience to adjacent businesses for residences. Where necessary, the City may require the Contractor to construct first the work in any areas along the Project where restrictions caused by construction operations would represent a more serious handicap, before beginning construction in the less affected areas.

### **3. CONTROL OF THE WORK AND MATERIALS**

#### **3.1 Control of Work:**

**3.1.1 Plans and Contract Documents:** The Contractor will be furnished a CD and two (2) signed, sealed building permit field copies of the Plans, Technical Specifications, General and Special Provisions as required for the Project as applicable based on project. The Contractor shall have available on the job site at all times, one (1) set of updated as built drawings and copies of the Plans (including relevant Design Standards), Technical Specifications, General and Special Provisions available to the City and/or its representatives, as applicable based on project.

**3.1.2 Detail Drawings and Instructions:** The City may furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract documents, true developments thereof, and reasonable inferable there from.

**3.1.3 Order of Precedence:** These documents are integral parts of the Contract, and a requirement occurring on one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In cases of discrepancy, the governing order of documents shall be as follows:

**3.1.3.1** Permits from Agencies as required by law

**3.1.3.2** Change Orders

**3.1.3.3** Contract Documents, including Technical Specifications

**3.1.3.4** Construction Plans

**3.1.3.4.1** Dimensions given in figures govern scaled dimensions.

**3.1.3.4.2** Detail drawings govern over general drawings.

**3.1.3.4.3** Addenda/Change order drawings govern over Contract documents.

**3.1.3.5** DeSoto County Engineering Standard Details, July 2, 2012

**3.1.3.6** FDOT Roadway and Traffic Design Standards, 2016 edition, latest edition (if applicable).

**3.1.3.7** FDOT Standard Specifications, for Road & Bridge Construction, 2010 edition, latest edition.

**3.1.4 Conformity of Work with Plans:** All work performed and all materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the Plans or indicated in the Technical Specifications or Special Provisions.

**3.1.5 Authority of the City:** All work shall be done under the supervision of the City or the City's representative and performed to its satisfaction. It is agreed by the parties hereto that the City shall decide all questions and disputes which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and material furnished, under or by reason of the Contract.

**3.1.6 City's Status:** The City and/or the City's Representative shall examine and inspect the work to assure compliance with the requirements of these Contract Documents. The City and/or the City's Representative shall determine the quality and acceptability of materials and workmanship relative to the requirements of the Plans and Technical Specifications.

**The City has the authority to:**

**3.1.6.1** Stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.

**3.1.6.2** Reject all work that does not conform to the Contract.

**3.1.6.3** Resolve questions that arise in the execution of the work.

**The City's Representative has the authority to:**

**3.1.6.4** Reject all work that does not conform to the Contract.

**3.1.6.5** Resolve questions that arise in the execution of the work.

**3.1.7 Suspension of Work:** The City may at any time suspend work by giving ten (10) calendar days notice to the Contractor in writing. The City shall reimburse the Contractor for expenses incurred by the Contractor in connection with work under the Contract as a result of such suspension, unless such suspension was caused by actions of the Contractor. However, if the work or any part thereof shall be stopped by a notice in writing aforesaid, and if the City does not give written notice to the Contractor to resume work within thirty (30) calendar days of the date fixed in the written notice to suspend, then the Contractor will be entitled to the estimates and payment for all work done, unless such suspension was caused by actions of the Contractor.

**3.1.8 The City's Right to do Work:** If the Contractor should neglect to prosecute the work properly or fail to perform in accordance with the provisions of this Contract, the City, after three (3) days written notice, may without prejudice to any other remedy it may have, make good any deficiencies and deduct from the payment due the Contractor.

**3.1.9 The City's Right to Terminate Contract:** If the Contractor refuses or fails to complete the work within the time specified for this Contract, or any extension thereof, the City may terminate the Contractor's right to proceed. In such event, the City may take over the work and prosecute the same to completion by the Contractor or otherwise and the Contractor will be liable for any excess cost occasioned by the City. The City may take possession of and utilize in completing the work such materials and equipment as may be on the site of the work and necessary therefore. If the Contractor should be adjudged bankrupt, or should make a general assignment for the benefit of his/her creditors, or if a receiver should be appointed due to insolvency, or if he/she should refuse or fail, except in cases which time extension is provided to supply enough workmen, or if he/she should fail to make payment to subcontractors for labor and/or material, or disregard laws, ordinances or the instructions of the City, or be guilty of a violation of a provision of the Contract, then the City may, without prejudice to any other right or remedy and after giving seven (7) calendar days notice, terminate employment of the Contractor and possess materials, tools, and appliances thereon and finish work by methods it may deem expedient. Expenses incurred by the City and the damage incurred through the Contractor's default, shall be certified by the City. In any circumstance, the City shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) calendar days written notice by certified mail. In the event of termination, the Contractor shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, material, or work shall become the property of the City and shall be delivered to the City without reservation.



**3.1.10 City's Decision:** The City shall, within a reasonable time after their presentation, make decisions in writing on claims by the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

**3.1.11 Authority and Duties of City's Inspectors:** The City's Inspectors shall be authorized to inspect all work done and all materials furnished. They shall be authorized to call to the attention of the Contractor any failure of the work or materials to conform to the Technical Specifications and Contract. The presence of the Inspector shall in no way lessen the responsibility of the Contractor.

**3.1.12 Inspection of Work:** The City and its representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection. If the Specifications/Conditions, the City's instruction, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give to the City timely notice of its readiness for inspection and, if the inspection is by an authority other than the City, the date fixed for such inspection. Inspections by the City shall be promptly made and, where practicable, at the source of supply. If any work should be covered up without approval or consent of the City, it must, if required by the City, be uncovered for examination at the Contractor's expense. Re-examination of questioned work may be ordered and the work must be uncovered by the Contractor.

**3.1.13 Contractor's Supervision and Employees:** The Contractor shall supervise, inspect, and direct the work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequence and procedures necessary for the orderly progress of the work, and to maintain all safety precautions and programs incidental thereto. The Contractor shall at all times enforce strict discipline and good order among his/her employees, and shall not employ any unfit person or anyone unskilled in the work assigned to him/her. The Contractor shall be responsible to see that the completed work complies fully with the Contract Documents.

As the work progresses, the Contractor shall keep on the job at all times an English speaking Superintendent or designee, technically qualified, who is an employee of the Contractor and who shall not be replaced without written notice and approval of the City. The Superintendent will be the Contractor's representative on the job and shall have authority to act on behalf of the Contractor. The Superintendent or his/her qualified designee shall be present at the job site and direct the work of subcontractors, as well as employees of the Contractor. This supervisor will be equipped with a communication device enabling him/her to contact suppliers, subcontractors or his/her office who in turn can convey necessary communications to others. All communications given to the Superintendent shall be as binding as if given to the Contractor. The Contractor shall issue all communications to the City or his/her representative. The Contractor's Superintendent shall be present on the job site **at all times** while work is in progress, and shall be available by phone for emergencies twenty-four hours per day, seven days per week. Failure to observe this requirement shall be considered suspension of the work by the Contractor until such time as such Superintendent is again present on the job.

If the Contractor, in the course of the work, finds any discrepancy between the drawing and the physical conditions of the site, or any errors or omissions in drawing, or in the construction layout points and instructions, he/she shall immediately inform the City, in writing, and the City shall promptly verify same. Any work done after such discovery will be done at the Contractor's risk. Neither party shall employ or hire any employee of the other party without the concurrence of each party.

**3.1.14 Contractor's Understanding:** It is understood and agreed that the Contractor has, by careful examination, satisfied himself/herself as to the nature and locations of the work, the conformation of the ground, the character, quality, and quantity of materials to be encountered, the character of equipment and facilities needed prior to and during prosecution of the work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after execution of this Contract, shall affect or modify the terms or obligations herein contained.

**3.1.15 Permits and Regulations:** Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the City, unless otherwise specified, The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and

specified. If the Contractor observes that the specifications and drawings are at variance therewith, he shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the City, he/she shall bear all costs arising there from.

**3.1.16 Protection of Work and Property:** The Contractor shall continuously maintain protection of all his/her work from damage and shall protect the City's property from injury or loss arising in connection with this Contract. He/she shall adequately protect adjacent property as provided by law and the Contract Documents. He/she shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions. In an emergency affecting the safety of life or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the City, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he/she shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement between the Contractor and the City. The Contractor shall not occupy private land outside of any easements or rights of way unless a written authorization has been signed by the property owner. It shall be the Contractor's responsibility to provide these agreements prior to construction, if required. Prior to the use of private lands, the Contractor shall submit a copy of the agreement(s) to the City. In the event the Contractor uses private property for any purpose without first having obtained the necessary approvals from the property owner and provided the necessary agreements to the City, the City will direct the Contractor in writing to immediately cease using such property.

Prior to application for final payment, the Contractor shall provide documentation from the owner of each piece of private property for which an agreement for use was provided, or for which the City has issued written notification to the Contractor, that each owner is satisfied with the manner in which the Contractor has restored the property. Final payment or reduction in retainage shall not be paid until such documentation is received by the City.

**3.1.17 Changes in the Work:** The City, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. Such work shall be executed under the conditions of the original Contract. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Contract. In giving instructions, the City shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the City; and no claim for an addition to the Contract sum shall be valid, unless ordered. Value of any such extra work or change shall be determined in one or more of the following ways:

**3.1.17.1** By estimate and acceptance in a lump sum.

**3.1.17.2** By unit prices named in the Contract or subsequently agreed upon.

**3.1.17.3** By cost and percentage or by cost and a fixed fee.

If none of the previous methods are agreed upon, the Contractor, provided he/she receives an order as above, shall proceed with the work. In such case and also under case, he/she shall keep amendment in such form as the City may direct, a correct amount of the net cost of labor and materials, together with vouchers.

The City shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, no payment on changes shall be made. When requiring a change in the scope of services the Contractor shall notify the City by written notice that a change order is requested within five (5) days of any occurrence.

**3.1.18 Deductions for Uncorrected Work:** If the City deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deductions from the Contract price shall be made thereof.

**3.1.19 Delays and Extension of Time:** If the Contractor should be delayed at any time in the progress of work by any act of neglect of the City or of its employees or by any other Contractor employed by the City, or by changes ordered in the work, or by such causes beyond the Contractor's control, or by delay

authorized by the City, or by any cause which the City shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide. However, no time delay shall be allowed if judged by the City to be caused by the Contractor's negligence. No such extension shall be made for delay occurring more than seven (7) calendar days before claim therefore is made in writing to the City. In the case of a continuing cause of delay only one (1) claim is necessary. This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

**3.1.20 Correction of Work Before Final Payment:** All work, materials, whether incorporated in the work or not, all processes of manufacturer, and all methods of construction shall be at all times and places subject to the inspection of the City who shall be the final judge of quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet City's approval; they shall be forthwith reconstructed, made good, replaced, and/or corrected, as the case may be, by the Contractor at his/her own expense. Rejected material shall be immediately removed from the site. If, in the opinion of any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the City to be equitable.

**3.1.21 Contractor Right to Stop Work or Cancel Contract:** If the work should be stopped under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or of anyone employed by him, or if the City fails to pay the Contractor within thirty (30) calendar days of maturity and presentation of any sum certified by the City, then the Contractor may, upon seven (7) calendar days written notice to the City, stop work and terminate this Contract.

**3.1.22 Removal of Equipment:** In the case of annulment of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of his equipment and supplies from property of the City and/or site of work, failing which the City has the right to remove such equipment and supplies at the Contractor's expense.

**3.1.23 Use of Completed Portions:** The City has the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work of such portions may not have expired, but taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the Contractor shall be compensated as the City may determine and the City approves.

**3.1.24 Payments Withheld:** The City may reduce or withhold payment to the Contractor from loss on account of:

**3.1.24.1** Defective Work not remedied.

**3.1.24.2** Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the City is provided by the Contractor.

**3.1.24.3** Failure of the Contractor to make payments to Subcontractors or material or equipment suppliers.

**3.1.24.4** Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price.

**3.1.24.5** Damage to the City or a separate contractor.

**3.1.24.6** Reasonable evidence that the Work will not be completed within the Contract Times and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

**3.1.24.7** Repeated failure to carry out the Work in accordance with the Contract Documents.

**3.1.25 Damages:** Any claim for damage arising under this Contract shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work, and shall be adjusted by agreement.

**3.1.26 Assignment:** Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him/her hereunder without the previous written consent of the City.

**3.1.27 Right of Various Interests:** Before work being done by the City's forces or by other Contractor's forces, contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City before such commencement, to secure the completion of the various portions of the work in general harmony.

**3.1.28 Separate Contracts:** The City reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of the work, and shall properly connect and coordinate his/her work with theirs. If any part of the Contractor's work depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the City any defects in such work that render it unsuitable for such proper execution and results. His/her failure to so inspect and report shall constitute an acceptance of the other Contractors, work as fit and proper for the reception of his work, except as to defects, which may develop on the other Contractor's, work after execution of his work.

**3.1.29 Subcontractors:** The Contractor shall provide a list of Subcontractors with his/her bid for approval. The Contractor agrees that he/she is as fully responsible to the City for the acts and omissions of his/her Subcontractors and of persons either directly or indirectly employed by them as he/she is for the acts and omissions of persons directly employed by him/her. Nothing contained in the Contract documents shall create any Contractual relationship between any Subcontractor and the City. Substitutions must be submitted in writing and shall be subject to the approval by the City. To insure proper execution of his/her subsequent work, the Contractor shall measure work already in place and shall at once report to the City any discrepancy between the executed work and the drawings.

**3.1.30 Horizontal and Vertical Control:** Unless noted otherwise in the Contract documents, the Contractor shall be responsible for the layout of all Contract work. The Contractor shall employ or retain any/all professional services that are required by the Contract to complete the work. The Contractor shall carefully preserve benchmarks, reference points and stakes, and, in case of willful or careless destruction, be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

**3.1.31 Lands for Work:** The City shall provide the lands upon which the work under this Contract is to be done, except that the Contractors shall provide land required for the erection of temporary construction facilities and storage of material, together with the right of access to same.

**3.1.32 Cleaning Up:** The Contractor shall, at such times as may be required by the City, remove from the City's property and from all public and private property, at his/her own expense, all temporary structures, used materials and equipment, rubbish and waste materials resulting from his/her operations. All damaged areas will be restored by the Contractor to their original conditions and approved by the City. By submission of a bid, the Contractor assumes full responsibility for the associated expenses. There shall not be an increase in time or price associated with such removal, and payment to Contractor may be withheld until such work is completed.

**3.1.33 Guarantee:** The Contractor shall warrant all equipment furnished and work performed by him/her for a period of one (1) year from the date of written acceptance of the work, final completion by the City or as may be otherwise specified. Any faulty work or equipment will be fully corrected at no cost to the City and restored work will be warranted for one year from the date of acceptance, or as may be otherwise specified. This will not release additional warranties required by other sections or provided by individual suppliers.

The making and acceptance of final payment shall not waive any claim for faulty work appearing after final payment or for failure to adhere strictly to the Contract documents. If any part of the project is guaranteed for a longer period, such longer period shall prevail. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from use of inferior materials, equipment or workmanship for one (1) year from the date of completion or written acceptance by the City, whichever is later.

**3.1.34 Responsibility Regarding Existing Utilities and Structures:** The existence and location of underground utilities indicated on the plans are not guaranteed and shall be investigated and verified in the field by the Contractor before submitting a bid. Excavation in the vicinity of existing structures and utilities shall be done by hand. The Contractor shall be responsible for any damage to, and for

maintenance and protection of, existing utilities and structures from any damage resulting from said excavation. The Contractor is to include within his line item bid prices the costs to protect, support, relocate, or move (whether shown or not shown on the proposed project set of plans) all underground utilities, which may be in conflict with the construction of the proposed project.

**3.1.35 Accidents:** The Contractor shall provide equipment and medical facilities as necessary to supply first aid to anyone who is injured in connection with the work. The Contractor must promptly report in writing to the City accidents arising out of, or in conjunction with the performance of the work, whether in, or adjacent to, the site, which causes death, personal injury, or property damages, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the City. If a claim is made by anyone against the Contractor or Subcontractor on account of an accident, the Contractor shall promptly report the facts in writing to the City, giving full details of the claim.

**3.1.36 Stage Plans:** Stage plans of structural alterations, cofferdams, dredging, furnished or approved by the City, shall be adhered to unless objected to in writing by the Contractor, but the submission or approval of stage plans by the City shall not relieve the Contractor of full responsibility for the work.

**3.1.37 Measurement of Quantities:** The quantities of work performed will be computed by the City on the basis of measurement taken by the City or its assistants, and these measurements shall be final and binding. All work computed under the Contract shall be measured by the City according to the United States Standard Measurement and Weights. The City does not assume any responsibility that the final quantities will remain in accord with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. The estimated quantities of work to be done and material to be provided may be increased, decreased, or omitted, as provided herein. Any increase in quantities shall be approved by the City prior to any work.

**3.1.38 Reference to Other Specifications:** Where reference is made to specifications such as ASTM, AWWA or AASHTO, the latest edition shall be used.

**3.1.39 Sanitary Facilities:** The Contractor shall provide and maintain, in a sanitary condition, facilities for his/her employees as are required by local and state boards of health.

**3.1.40 Quality of Equipment and Materials:** To establish standards of quality, the City may, in the specifications, refer to products by name and/or catalog number. This procedure is not to be construed as eliminating from competition other products of equal quality by other manufacturers where fully suitable in design.

**3.1.40.1** The Contractor shall furnish a complete list of proposed desired substitutions prior to signing of the Contract together with such engineering and catalog data as the City may require.

**3.1.40.2** The Contractor shall abide by the City's judgment when proposed substitute items of equipment are judged unacceptable and shall furnish the specified item of equipment in such case. All bids for substitutions shall be submitted in writing by the General Contractor. The City will approve or disapprove proposed substitutions in writing within a reasonable time.

**3.1.41 Codes and Laws:** The successful bidder shall comply with all Federal, State, Local Laws and Ordinances that affect the Contract in any way.

**3.1.42 Traffic Control:** The Contractor shall comply with the "Manual on Uniform Traffic Control and Devices" and maintain safe conditions at all times.

**3.1.43 Exploration and Reports:** If reference is made to identification of reports of explorations and tests of subsurface conditions at the site that have been used in preparing the Contract documents, it should be understood that these reports are not part of the Contract documents. The Contractor shall have full responsibility with respect to subsurface conditions at the site. Technical data, made available only at the Contractor's request, may not be sufficient for construction purposes. Additional investigations may be necessary for the purposes of carrying out the construction project. If the Contractor desires additional subsurface investigation, it will be done at his/her expense, prior to bidding. Limited Subsurface reports for this project are available through the Utility Department. If the Contractor has elected not to make

subsurface investigation prior to bidding, he/she shall not be entitled to any extra compensation or Contract change orders due to conditions encountered.

**3.1.44 Existing Structures:** Drawing of physical conditions in or relating to existing surface and subsurface structures which are at or contiguous to the site that have been utilized by the consultant and/or the City in preparation of the Contract documents. The Contractor may rely upon the accuracy of the technical data contained in such drawing but not for the completeness thereof for the purpose of preparing or submitting a bid. Except as previously indicated, the Contractor shall have full responsibility with respect to physical conditions in or relating to such structures.

**3.1.45 Report of Differing Conditions:** If the Contractor believes that any technical data on which he/she relies is inaccurate, or if any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected, or referred to in the Contract documents, the Contractor shall promptly, after becoming aware and before performing any work in connection therewith (except in emergency situations), notify the City in writing about the inaccuracy of difference. The City will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the City in writing (with a copy to the Contractor) of the City's findings and conclusion.

**3.1.46 Not Shown or Indicated:** If an underground facility is uncovered or revealed at or contiguous to the site, which was not shown or indicated and of which the Contractor could not reasonably have been expected to be aware, the Contractor shall promptly, before performing any work (except in emergencies), identify the owner of such underground facility and give written notice thereof to that owner and to the City. The Coordinator will review the underground facility to determine the extent to which the documents should be modified to reflect and substantiate the consequences of the existence of the underground facility. With City approval, the Contract documents will be amended or supplemented to the extent necessary. During such time, the Contractor shall be responsible for the safety and protection of such underground facility. The Contractor shall be allowed an increase or an extension of time, or both, to the extent that they are attributable.

**3.1.47 Progress Meeting:** Progress meetings will be conducted bi-weekly or as required if requested by Contractor or the City.

**CITY OF ARCADIA  
SIDEWALK IMPROVEMENTS  
UNIT PRICING CONTRACT- IFB# 2017-02  
SPECIAL PROVISIONS**

**1. Description of Project:**

This project consists of the repair and replacement of existing sidewalks on a unit price basis within the City of Arcadia. It is estimated that approximately 18,000 square feet (SF) of existing sidewalk will be removed, regraded and replaced based on the unit pricing included in this contract. The areas that will be replaced will be identified by the City in cooperation with selected Contractor, prior to commencement. It is assumed that only one mobilization will be required but additional mobilizations may be negotiated, if necessary. Scheduling will be coordinated with City and it is anticipated that all initial repairs shall be completed by the end of September 30, 2017. City shall retain right to extend this contract and contract pricing upon agreement of both parties. However, Contractor will be required to coordinate with City prior to commencing work on each section and provide City with schedule with estimated time required to complete each section.

**2. Sequence of Work**

Contractor will coordinate with City on sequence of work, prior to construction.

**3. Standard Specifications**

The Contractor will construct this project according to these Technical Provisions and FDOT's Standard Specifications for Road and Bridge Construction, dated 2010, hereafter called the standard Specifications and associated FDOT indexes, latest revision.

**4. Pre-Construction Activities:**

Upon Notice to Proceed the Contractor is authorized to perform the following pre construction activities:

- Submit Shop Drawings
- Submit Construction Schedule
- Submit Schedule of Values
- Submit Subcontractors List and associated contact information
- Submit Testing Lab
- Submit Supplier List
- Submit Maintenance of Traffic Plan (If necessary)
- Identify Staging Areas

**5. Testing**

The Contractor will test in accordance to applicable FDOT Standard Specifications. Costs for laboratory tests and retesting due to defective materials and/or construction will be the responsibility of the Contractor.

**6. Addition or Deletion of Sidewalk Repairs**

The City reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the City. This includes the addition or deletion of sidewalks from this Contract as determined by the City.

**CITY OF ARCADIA  
SIDEWALK IMPROVEMENTS  
UNIT PRICING CONTRACT- IFB# 2017-02  
TECHNICAL PROVISIONS**

**TS-01 MOBILIZATION/DEMOBILIZATION**

- A. GENERAL – The work specified in this section consists of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, sanitary facilities, supplies, maintenance of traffic and incidentals to the project site, as required by these specifications, State and Local laws and regulations. The costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials, shall also be included in this section. Mobilization shall be in accordance with FDOT Specification Section 101, except as modified herein. Demobilization shall include removal of equipment, completion of punch list items, and cleanup as part of this section.
- B. METHOD OF MEASUREMENT – Mobilization/ Demobilization shall be for each mobilization that may be required for each assignment over the entire length of the contract. The initial mobilization amount will include removal and replacement of sidewalks described below and the sum amount shall include all items, devices, equipment, materials, labor, operations, and all work completed and accepted as described herein. If additional mobilizations are requested by City, a separate mobilization fee may be negotiated. However, it is anticipated that mobilization fee will not exceed 5% of construction cost based on the unit pricing provided.
- C. BASIS OF PAYMENT – shall be made in accordance with FDOT Specification Section 101-2.2 as modified herein and under the following contract pay item:

<b>Bid Item 101-1</b>	<b>Mobilization</b>	<b>EA (EA)</b>
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**TS-02 REMOVAL OF EXISTING SIDEWALK:**

- A. GENERAL - The work in this section shall consist of the removal of existing concrete sidewalks by use of appropriate equipment.
- B. CLEAN UP OPERATIONS - At the end of each day's removal operations and prior to the placement of any Concrete sidewalk, the Contractor shall prevent any residual material from entering the City's storm water system. The Contractor shall be responsible for removing any residual material that the Contractor has allowed to infiltrate the inlets, swales or drains
- C. METHOD OF MEASUREMENT - The quantity of Removing Existing Sidewalk, as shown on the Bid Form, is approximate and is given only as a basis of calculation for award of the contract. The actual quantity may vary substantially from the estimated amount. The quantity of Removing Existing Sidewalk shall be the area, measured in square feet, of removed material and shall include all items and all work as described herein.
- D. BASIS OF PAYMENT - The quantity, all work and all incidental costs specified as being covered under this section shall be paid at the contract unit price per square feet of removed material, completed and accepted. Said price shall include the furnishing of all equipment, hauling of material, sweeping of project areas, dust abatement, disposal of unused materials, labor, and incidentals necessary to complete the work. Such price and payment shall constitute full compensation for all items and all work as described herein. Payment for Removing Existing Sidewalk shall be made under:

<b>Bid Item 110-4 Remove and Dispose Existing Sidewalk</b>	<b>SQUARE FEET (SF)</b>
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**TS-03 EXCAVATION, EMBANKMENT, BORROW AND GRADING**

- A. GENERAL – In areas sidewalk is to be relocated and extended, excavation, embankment, borrow, and grading may be required and shall be in accordance with the plans and provisions of FDOT Specifications Section 120, except as modified herein.



Tolerance for grading shall be +/- 0.05'. The Contractor shall be responsible for the grading from the edge of pavement to the right-of-way line. The Contractor shall be responsible for removal and disposal of excess material, if any, or any borrow material necessary to bring the swales and sidewalks to the proper grade. If borrow is required, the Contractor shall furnish the areas for borrow material. Any borrow material required shall be included with the Excavation, Embankment, Borrow, and Grading bid item. Side slope for swales shall not exceed 4:1, unless otherwise directed by the City. It is anticipated all excavation will be less than 12".

- B. METHOD OF MEASUREMENT – Shall be Square Foot for Excavation, Embankment, Borrow and Grading.
- C. BASIS OF PAYMENT – For all work incurred in complying with this section shall be made under the following contract pay item Excavation, Embankment, Borrow and Grading and shall be paid by the percent of work completed and accepted.

**Bid Item 120 Excavation, Embankment, Borrow, and Grading SQUARE FEET (SF)**

**TS-04 STABILIZING SUBGRADE**

- A. GENERAL – The work specified in this section comprises stabilization of designated portions of the sidewalk bed to provide a firm and unyielding sub grade in compliance with FDOT Specifications Section 160, except as modified herein.
- B. METHOD OF MEASUREMENT – The quantity to be paid will be square yards of Type B Stabilization completed and accepted. Price and payment will constitute full compensation for all work specified in FDOT Specifications Section 160. All costs applicable to Type B Stabilization, including furnishing and spreading of all commercial stabilizing material required to meet an LBR of 40 shall be included in the unit cost for Type B Stabilization. If granular stabilizing subgrade meeting the FDOT Specifications 290-2 and 290-3, the depth may be reduced to 4". No additional payment will be made for Commercial Stabilizing Material.
- C. BASIS OF PAYMENT – For Stabilization of Subgrade completed and accepted payment shall be made under:

**Bid Item 160-4 (8") Type B Stabilization (LBR 40)(8" Deep) SQUARE FEET (SF)**

**TS-05 CONCRETE SIDEWALKS**

- A. GENERAL – The work specified in this section consists of the providing concrete sidewalks, in accordance with FDOT Standard Specifications Section 522, except as modified herein. All new sidewalks installed shall be in conformity with existing sidewalks and shall match existing lines, grades and cross-sections of removed sections.

Concrete shall contain cement and aggregate with a minimum of 3,000 pounds compressive strength per square inch at 28 days. Sidewalk shall be a minimum thickness of 4 inches, except where it crosses a driveway, and then it shall be a minimum of 6 inches thick. In areas of heavy traffic load, the City may designate a higher minimum thickness. The final surface shall be troweled free of irregularities with a uniform surface and texture deemed appropriate by the City. After finishing operations are complete, the entire surface of the concrete shall be covered and cured under fully wetted burlap for a period of 72 hours. Water shall be applied by a spray fine enough to avoid damage to the fresh concrete.

Sidewalks shall be reinforced using fibermesh. The fibermesh fibers will be mixed in accordance to standards set forth in ASTM C-1116. Reinforcing fibers shall be used in strict accordance with the manufacturer's instructions and recommendations as to the type and amount for uniform distribution. Only fibers specifically designed and manufactured for use in concrete and so certified by the manufacturer shall be acceptable.

Expansion joints shall be provided between existing sidewalks and curbs or driveways and at intersections between sidewalk and other fixed objects, at new pours, and at all cold joints. In no case shall the distance between two consecutive expansion joints exceed a length of 32 feet. Tooled joints

shall be straight and perpendicular to the edge of the sidewalk. Contraction joints shall be tooled. Saw cutting of contraction joints will not be allowed. The Contractor shall use expansion joint caps with removable cap strips as manufactured by Vinylex Corporation. Expansion joint sealer shall be Sikaflex-1CSL as manufactured by Silka. Expansion joint sealer shall not be placed in depths greater than 3/4" at any one time. If the joint requires greater than 3/4" of joint sealer, the Contractor shall place the material in two placements, only after the first placement has sufficiently cured. All removable cap strips shall be placed above the finished sidewalk surface and shall not be tooled over. The removable cap strips shall be pulled and filled with joint sealer within twenty-four (24) hours of the placement of the concrete. All contraction joints shall be tooled 1/4 of the pavement depth. The Contractor shall use expansion joint caps with removable cap strips and joint sealer for all driveways. Driveways shall be tooled at 10' intervals, both for longitudinal and transverse joints. The cost for this work and materials shall be included in the unit price for 522-1.

Where the sidewalk meets pavement including public roads and driveways, the Contractor shall saw cut edge of the existing pavement and provide a thickened surface. Thickened surfaces are considered as equal to Concrete Sidewalk for the purpose of payment. No payment adjustment will be made for the required additional depth.

All sidewalks proposed for construction shall adhere to all current applicable ADA standards including, but not limited to, cross slopes of 1.5%, +/-0.25% max, longitudinal slopes no steeper than 5% and all edge treatment standards. Sidewalks having cross slopes greater than 2% shall be corrected by the Contractor at no additional cost to the City. Sidewalks having a longitudinal slope greater than 5% are considered ramps under current ADA standards. If the Contractor's grading of the proposed sidewalk necessitates a longitudinal slope greater than 5% then the Contractor shall be responsible for providing all necessary ramp features as specified under current ADA standards using materials allowed under the 2007 edition of the Florida "Standard Specifications for Road and Bridge Construction" and the 2008 edition of the FDOT "Design Standards". Such necessary ramp features shall not be placed as to impact vehicle turning movements or vehicle sight distances in accordance with the current addition of the FDOT "Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways" also known as the "Florida Green Book". Any additional ramp features as may be necessary based on the Contractors grading of the proposed sidewalk, not specifically called out or itemized within the proposed plan set shall be supplied and installed by the Contractor at no additional cost to the County. The cross slope of the proposed sidewalk shall be no more than 1.5%.

The City, at its discretion, may require Contractor to perform the appropriate quality assurance tests as determined to verify acceptability of concrete. Concrete, which fails to comply with the specifications will be removed and replaced at the Contractor's expense. Concrete shall not be delivered to project sites until City or its representative verifies subgrade is acceptable.

- B. METHOD OF MEASUREMENT – The quantity to be paid under this section shall be the area measured in square feet (SF) completed and accepted and shall include foundation preparation, joint forming, placing, finishing, and curing.
- C. BASIS OF PAYMENT – The quantity, as determined above, which shall include all work, and all incidental costs specified as being covered under this section. Payment shall be made under the following contract pay items:

<b>Bid Item 522-1</b>	<b>Concrete Sidewalk (4" Thick) (Fibermesh)</b>	<b>SQUARE FEET (SF)</b>
<b>Bid Item 522-2</b>	<b>Concrete Sidewalk (6" Thick) (Fibermesh)</b>	<b>SQUARE FEET (SF)</b>

**TS-06 SECTION – 520, CONCRETE CURB**

- A. GENERAL – The specified in this section shall conform of FDOT Specifications, Section 520 and DeSoto County Engineering Standard Details (D-10A, D-10B and D-10C for Type D, Type F and Miami Curb) which are attached. The City may direct additional curb work at the edge of pavement where there may be traffic encroachment. Work shall include all excavation, replacement of unsatisfactory subsoil, backfilling around the curb, compaction, disposal of surplus material.

- B. METHOD OF MEASUREMENT - The quantity to be paid under this section shall be based per lineal feet (LF) completed and accepted, measured along the face and shall include all items and all work described herein.
- C. BASIS OF PAYMENT – The quantity, as determined above, which shall include all work and all incidental costs specified as being covered under this section required to complete the work. Payment for concrete curb completed and accepted shall be made under:

<b>Bid Item 520-1 Concrete Curb (Type F)</b>	<b>LINEAL FOOT (LF)</b>
<b>Bid Item 520-2 Concrete Curb (Type D)</b>	<b>LINEAL FOOT (LF)</b>
<b>Bid Item 520-3 Concrete Curb ( Miami)</b>	<b>LINEAL FOOT (LF)</b>

**TS-07 SECTION – 575, SODDING:**

- A. GENERAL - The work specified in this section shall conform to the requirements of FDOT Specifications Section 575, except as amended herein. The Sodding item shall consist of preparation, furnishing, placing, and watering the sod as required to assure a healthy stand of grass. Sodding will be required to be constructed in one or more sixteen (16) inch widths along each edge of pavement. Sod placed on developed or maintained lots will be "cut in" to match existing sod, and will conform to the slope characteristic of the lawn prior to it being disturbed. The quality of the sod shall be equal to or better than sod removed or disturbed, and shall be rolled or tamped, by a method approved by the City, to present an even surface. The top of sod shall not be installed at a higher elevation than the edge of finished pavement or finished shoulder and shall not drop off in excess of one inch (1") as shown on the Typical Pavement Plans.
- B. SOD SPECIES - Argentine Bahia will be considered the standard sod species. When sodding in areas of maintained lawn, disturbed by construction, the sod species shall be of the type existing. Sod shall be placed immediately behind the fill operation to maintain slope and prevent erosion. The Contractor will be responsible to repair any areas of erosion, which occur in his work prior to acceptance by the City.
- C. MAINTENANCE - The Contractor shall, at his expense, maintain the sodded areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include the filling, leveling and repairing of any washed or eroded areas, as may be necessary. The City, at any time, may require replanting of any areas in which the establishment of the sod does not appear to be developing satisfactorily, at no additional expense to the City.
- D. METHOD OF MEASUREMENT - The quantity of Sodding as shown on the Bid Form is approximate and is given only as a basis of calculation for award of the Contract. The actual quantities may vary substantially from the estimated amount. The quantity to be paid under this section shall be the area in square yards of Sodding completed and accepted. No special or separate allowance will be made for watering, for specialty sod varieties and/or rolling and tamping as required. Such price and payment for sodding shall constitute full compensation for all items and all work described herein, including furnishing the appropriate species of sod, installing sod, including rolling/tamping and sufficient watering to maintain the sod in a healthy growing condition until acceptance by the City.
- E. BASIS OF PAYMENT - The quantity, as determined above, shall be paid at the contract price per square yard for Sodding completed and accepted. Payment for Sodding shall be made under:

<b>Bid Item No. 575 Sodding</b>	<b>Square Yard (SY)</b>
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**TS-08 CRITERIA FOR AWARD:** The award of this bid will be to the overall lowest responsive, responsible bidder meeting the requirements of the specifications and provisions set forth herein. Another consideration of award may be notice needed prior to commencement of work. The City reserves the right to reject the bid of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after the due date and time, the lowest bidder is deemed non-responsible by the City, such bidder shall receive written notice from the City of this determination. The bidder shall have five (5) business days from the date of this notice to dispute the determination and to provide to the City any additional information it deems relevant regarding the bidder's responsibility. The City shall make a final determination regarding the bidder's responsibility at the time of award of the contract.

**CITY OF ARCADIA  
SIDEWALK IMPROVEMENTS  
UNIT PRICING CONTRACT- IFB# 2017-02  
STATEMENT OF NO BID/SUBMITTAL**

**City of Arcadia Purchasing Department  
23 North Polk Avenue  
Arcadia, Florida 34266**

If you **do not** intend to submit a bid on this service, please return this form to the above address immediately or fax to 863-494-4712

We the undersigned, have declined to submit a Bid on the requested service: **Sidewalk Improvements Unit Pricing – Bid No. 2017-02**

- \_\_\_\_\_ Insufficient time to respond to the Invitation.
- \_\_\_\_\_ We do not offer this service.
- \_\_\_\_\_ Our schedule would not permit us to perform.
- \_\_\_\_\_ Unable to meet bond/insurance requirements.
- \_\_\_\_\_ Unable to meet specifications.
- \_\_\_\_\_ Specifications are unclear (explain below).
- \_\_\_\_\_ Other (specify below).

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

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

**CITY OF ARCADIA  
SIDEWALK IMPROVEMENTS  
UNIT PRICING CONTRACT- BID NO. 2017-02  
BID FORM**

**Bid Schedule Breakdown**

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>
101	Mobilization	EA	1	
110	Remove and Dispose Existing Sidewalk	SF	5,000	
120	Excavation, Embankment, Borrow, and Grading	SF	1,000	
160-4-8	Type B Stabilization (LBR 40)(8" Deep)	SF	1,000	
522-1	Concrete Sidewalk (4" Thick) (Fibermesh)	SF	5,000	
522-2	Concrete Sidewalk (6" Thick) (Fibermesh)	SF	400	
520-1	Concrete Curb (Type F)	LF	40	
520-2	Concrete Curb (Type D)	LF	50	
520-3	Concrete Curb (Miami)	LF	50	
575	Sodding	SY	500	
<b>Project Total</b>				

**Total Base Bid Amount**

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**ACKNOWLEDGEMENT OF ADDENDUM:** BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to Acknowledge Receipt of any Material Addendum may result in rejection of the bid.

<b>Addendum #</b>	<b>By (Name)</b>	<b>Date</b>	<b>Addendum #</b>	<b>By (Name)</b>	<b>Date</b>

SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_  
Name of Bidder

**NOTE: BIDS MAY BE REJECTED IF ALL DOCUMENTS ARE NOT COMPLETE AND EXECUTED, AND THE NUMBER OF COPIES SPECIFIED/REQUESTED OF EACH ARE NOT SUBMITTED WITH THE BID.**

**CITY OF ARCADIA  
SIDEWALK IMPROVEMENTS  
UNIT PRICING CONTRACT- IFB# 2017-02  
BIDDER'S CERTIFICATION**

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

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

**BIDDERS CERTIFICATION TO THE CITY OF ARCADIA:**

1. The undersigned warrants that: (A) this Bid is submitted in response to, and is in compliance with, all terms and conditions applicable thereto as set forth in the Advertisement, Special Instructions and Conditions, General Instructions and Conditions, General Provisions, Special Provisions and Technical Provisions, Bid/Certification Forms and Bonds and Insurance requirements, each of which has been carefully examined, (B) Bidder or Bidder's representative has made such investigation as is necessary to determine the character and extent of the work and their capability to perform the work, and (C) agrees that if the Bid is accepted by the City, Bidder will provide the necessary labor, materials, machinery, equipment, tools or apparatus, and perform all the work or services required to complete the assignment and/or contract within the time specified according to the requirements of the City as herein and hereinafter set forth.
  
2. Please check one:
  - Bidder declares that the only person, persons, company or parties interested in this Bid are named in the Bid.
  
  - Bidder, or one or more of bidder's officers, principals, or any owner of more than 5% in or of bidder, or members of their immediate families: (A) have a financial interest in another company, project, or property that could benefit financially from this proposed project; and/or (B) another individual or business will be compensated by (or on behalf of bidder) if bidder is selected by the City to bid the requested services. (Attach a detailed explanation for either.)
  
3. Bid Bond - If the Bid is accepted by the City, it will become a binding contract on both parties. If a Bid Bond or Cashier's Check/Certified Check is required, it shall be submitted with the Bid. If the undersigned shall fail to deliver or perform, or if applicable, execute a Contract as stated herein, then the City may, at its option, determine that the undersigned has abandoned the Award/Contract, and thereupon such Bid and/or Award shall be null and void, and any Cashier's Check/Certified Check or Bond accompanying this Bid shall be forfeited to and become the property of the City, and the full amount of said check, or if a Bid Bond, the full amount of such bond, shall be paid to the City as partial liquidated damages; otherwise, any Bond or Cashier's Check/Certified Check accompanying this Bid shall be returned to the undersigned within 30 calendar days from the date of Award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.
  
4. Bidder proposes and agrees to provide all materials, services or equipment required for SIDEWALK IMPROVEMENTS UNIT PRICING CONTRACT as itemized on BID FORM.
  
5. The City reserves the right to accept any or all prices itemized in any combination that best serves the interests of the City. The City further reserves the right to accept or reject any of the components of this Bid, including alternates.

**CITY OF ARCADIA  
SIDEWALK IMPROVEMENTS  
UNIT PRICING CONTRACT- IFB# 2017-02  
BIDDER'S CERTIFICATION, CONTINUED**

Submitted By: \_\_\_\_\_  
(Print)

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

Signature: \_\_\_\_\_

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

By: \_\_\_\_\_  
Print Name

Affix Corporate Seal  
(If Corporation)

State of Florida  
County of

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who presented \_\_\_\_\_ as identification, and who (did) (did not) take an oath.

\_\_\_\_\_  
[Signature of Notary Public]

\_\_\_\_\_  
[Printed, typed or stamped name of Notary Public]

\_\_\_\_\_  
[Commission Number of Notary Public]

**CITY OF ARCADIA  
SIDEWALK IMPROVEMENTS  
UNIT PRICING CONTRACT- IFB# 2017-02  
BIDDERS CHECKLIST**

Bids will not be considered if the following documents and/or attachments are not completely filled out and/or submitted with bid.

\_\_\_\_\_ Completely Executed Bid Package

\_\_\_\_\_ Bid Form

\_\_\_\_\_ Bid Certification Form

\_\_\_\_\_ Qualifications Statement Form

\_\_\_\_\_ Public Entity Crimes Form

\_\_\_\_\_ Drug Free Workplace Form

\_\_\_\_\_ Hold Harmless Form

\_\_\_\_\_ Non-Collusion Agreement

\_\_\_\_\_ Bid Bond (If Required)



**CITY OF ARCADIA  
SIDEWALK IMPROVEMENTS  
UNIT PRICING CONTRACT- IFB# 2017-02  
QUALIFICATIONS STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: **PURCHASING DEPARTMENT**  
ADDRESS: **23 NORTH POLK AVENUE**  
**ARCADIA, FLORIDA 34266**

**CIRCLE ONE**

SUBMITTED BY: \_\_\_\_\_ Corporation  
NAME: \_\_\_\_\_ Partnership  
ADDRESS: \_\_\_\_\_ Individual  
PRINCIPAL OFFICE: \_\_\_\_\_ Joint Venture  
\_\_\_\_\_ Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: \_\_\_\_\_  
\_\_\_\_\_

The address of the principal place of business is: \_\_\_\_\_  
\_\_\_\_\_

2. If the Bidder is a corporation, answer the following:

- a. Date of Incorporation: \_\_\_\_\_
- b. State of Incorporation: \_\_\_\_\_
- c. President's name: \_\_\_\_\_
- d. Vice President's name: \_\_\_\_\_
- e. Secretary's name: \_\_\_\_\_
- f. Treasurer: \_\_\_\_\_
- g. Name and address of Resident Agent: \_\_\_\_\_  
\_\_\_\_\_

3. If Bidder is an individual or a partnership, answer the following:

- a. Date of organization: \_\_\_\_\_

b. Name, address and ownership units of all partners:

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c. State whether general or limited partnership: \_\_\_\_\_

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

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5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name? \_\_\_\_\_

a. Under what other former names has your organization operated?

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7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of the proposal. Please attach certificate of competency and/or state registration.

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8. Have you personally inspected the site(s) of the proposed work?

Yes \_\_\_\_\_ No \_\_\_\_\_

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

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10. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

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11. References:

a. List three business references you have provided similar services for in the past five years:

Firm Name	Contact Name	Address	Contact Phone

b. List 3 personal/industry references for individuals who have known you for the past ten years:

Name	Address:	Contact Telephone:

12. List the pertinent experience of the key individual of your organization (continue on insert sheet, if necessary).

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13. State the name of the individual who will have personal supervision of the services:

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THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATION TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

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**SIGNATURE**

State of Florida

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

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared \_\_\_\_\_ and (Name(s) of individual(s) who appeared before Notary) whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, stamp, or type as commissioned.)

\_\_\_\_\_ Personally known to me, or  
\_\_\_\_\_ Produced identification:

\_\_\_\_\_  
\_\_\_\_\_ DID take the oath, or  
\_\_\_\_\_ DID NOT take the oath

**CITY OF ARCADIA  
SIDEWALK IMPROVEMENTS  
UNIT PRICING CONTRACT- IFB# 2017-02  
SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to City of Arcadia, Florida, a Municipal Corporation, 23 N. Polk Ave., Arcadia, FL 34266 by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_ whose business  
[print name of entity submitting sworn statement]

address is \_\_\_\_\_

\_\_\_\_\_ and (if applicable) it's Federal Identification Number

(FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security

Number of the individual signing this sworn statement \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
**[signature]**

\_\_\_\_\_  
**[Reference: Bid Number]**

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_. Personally known \_\_\_\_\_ or Produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
**[Type of identification]**

Notary Public - State of \_\_\_\_\_

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

\_\_\_\_\_  
**[Signature of Notary]**

\_\_\_\_\_  
**[Printed, typed or stamped commissioned name of Notary Public]**

**CITY OF ARCADIA  
SIDEWALK IMPROVEMENTS  
UNIT PRICING CONTRACT- IFB# 2017-02  
DRUG-FREE WORKPLACE CERTIFICATION**

**Please complete Part I or Part II as applicable.**

In order to be given preference in the award process for having implemented a drug-free workplace program prior to the bid submission date, the bidder is requested to certify that as part of their drug-free workplace program, they have:

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

**Part I - PROGRAM IMPLEMENTED**

I certify that I/we have established a drug-free workplace Program meeting the foregoing minimum requirements.

\_\_\_\_\_ [Printed, typed name] \_\_\_\_\_ [Signature]

State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who presented \_\_\_\_\_ as identification, and who (did) (did not) take an oath.

\_\_\_\_\_ [Signature of Notary Public] \_\_\_\_\_ [Printed, typed or stamped name of Notary Public]  
\_\_\_\_\_ [Commission Number of Notary Public]

**Part II - PROGRAM NOT IMPLEMENTED**

A program meeting the above stated requirements has not been established or has not been fully implemented prior to bid closing date, and therefore I/we are not eligible for certification as a drug-free workplace.

\_\_\_\_\_ [Signature] \_\_\_\_\_ [Date]

**CITY OF ARCADIA  
SIDEWALK IMPROVEMENTS  
UNIT PRICING CONTRACT- IFB# 2017-02  
HOLD HARMLESS**

Contractor/Consultants shall indemnify and hold harmless the City, and the City's officers and employees from and against any and all liability, costs, losses, and damages (including but not limited to reasonable attorney's fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor/Consultant and other persons employed by or utilized by Contractor/Consultant in their performance under this Agreement.

**Type of Organization (Please Check One):**     Individual Ownership                     Joint Venture  
   Partnership                         Corporation

**Name of Bidding Firm:**

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**Mailing Address:**

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**Location Address:**

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**City & State:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Name/Title of person authorized to bind the Company:**

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**Signature of person authorized to bind the Company:**

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**Date:** \_\_\_\_\_



**CITY OF ARCADIA  
 SIDEWALK IMPROVEMENTS  
 UNIT PRICING CONTRACT- IFB# 2017-02  
 NON-COLLUSION AFFIDAVIT**

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Arcadia, Florida officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Arcadia, Florida officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Purchasing Policy.

NAME	RELATIONSHIP

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

**AFFIDAVIT**

STATE OF FLORIDA, COUNTY OF \_\_\_\_\_

**BEFORE ME, the undersigned authority, personally came and appeared,** \_\_\_\_\_, who after being duly sworn, deposed and said that he is the fully authorized \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as affiant), and said affiant further said:

(1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and

(2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant.

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

NOTARY PUBLIC

AFFIANT

Company Name: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

NON-COLLUSION AFFIDAVIT IN THE STATE OF \_\_\_\_\_ IN THE COUNTY OF \_\_\_\_\_ being first duly sworn, on oath, says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest of or on behalf of any person not therein named, and s/he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said Bidder has not in any manner sought by collusion to secure her/himself an advantage over any other bidder or bidders.

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_. Personally known \_\_\_\_\_ or Produced \_\_\_\_\_ as identification.

**[Type of identification]**

Notary Public - State of \_\_\_\_\_

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

\_\_\_\_\_  
**[Signature of Notary]**

\_\_\_\_\_  
**[Printed, typed or stamped commissioned name of Notary Public]**

**CITY OF ARCADIA  
SIDEWALK IMPROVEMENTS  
UNIT PRICING CONTRACT- IFB# 2017-02  
EXAMPLE CONTRACT**

**THIS IS AN AGREEMENT** between the **CITY OF ARCADIA**, a Florida municipal corporation (herein called "City") and \_\_\_\_\_, (herein called "Contractor").

**1. PREMISE.** City solicited sealed bids for the **Sidewalk Improvements Unit Pricing Contract, Bid No. 2017-02**. Contractor submitted the lowest and best bid and City would like for Contractor to perform the work and Contractor would like to do so on the terms and conditions set forth herein.

**2. WORK.** Contractor, in consideration of the premises and mutual covenants herein contained, agrees to furnish at its own cost and expense, all labor, tools, materials, equipment, superintendence, security, insurance, testing and all other accessories and services necessary to complete:

2.1 The sidewalk repairs as described in the "Special Provisions" section of the Sidewalk Improvements Unit Pricing Contract Bid (hereinafter, the "Specified Work").

2.2 Sidewalk repairs which the City may desire be completed that were not specifically identified in the "Special Provisions", but were bid based on the unit pricing included in this bid (hereinafter, the "Unit Price Work").

2.3 The Specified Work and the Unit Price Work shall be collectively referred to herein as the "Work."

2.4 All of the Work shall be completed in accordance with the conditions and prices stated in this contract, IFB #2017-02, Instruction to Bidders, General Conditions, Special Instructions and Conditions, General Provisions, Special Provisions and Technical Provisions, and Addendums \_\_\_\_\_, which are made a part hereof and collectively constitute this contract (herein called the "Contract Documents").

**3. CONTRACT PRICE.** City shall pay to Contractor the sum of \_\_\_\_\_ as the total price for the completion of the Specified Work, subject to increase or decrease as provided herein. The price for the Unit Price Work shall be based on the unit pricing included in Contractor's bid.

**4. PAYMENT.** City shall pay Contractor upon completion of the Work. Upon Contractor's application for payment, the Public Works Director, or his designee, will make an inspection and, if he finds the Work is acceptable under the contract, will submit the payment request to the City Administrator. All payments must be approved by the City Council. To be considered for payment at any meeting, the payment request must be submitted for payment and approved by the City Administrator not later than two weeks prior to a Tuesday Council meeting. City's payments shall be in accordance with the Local Government Prompt Payment Act, *Fla. Stat.* 218.70, et seq.

**5. COMMENCEMENT AND COMPLETION DATES.**

5.1 Contractor hereby agrees to commence the Specified Work under this contract within thirty (30) days from the full execution of this contract and receipt of the Notice to Proceed and shall be responsible to achieve final completion of the Specified Work by \_\_\_\_\_.

5.2 The term of this Agreement for the Unit Price Work is for a one (1) year term, beginning the \_\_\_\_ day of \_\_\_\_\_, 2017 and ending the \_\_\_\_ day of \_\_\_\_\_, 2018. The City shall have the option and right to extend this Agreement as to the Unit Price Work for two (2) additional terms of one (1) year each, upon the same terms, conditions and pricing. Said options shall be exercised by City's delivery of notice thereof to Contractor, in writing, no less than fifteen (15) days prior to the end of the preceding term.

5.3 Contractor shall be solely responsible for the means, methods, and techniques utilized in the design and construction.

5.4 Time is of the essence in this contract. Contractor and City acknowledge that in the event that Contractor fails to achieve final completion of the Specified Work by the dates established therefore, City will incur

substantial damages by loss of use and other damages and the extent of such damages shall be incapable of accurate measurement. Nonetheless, the parties acknowledge that on the date of this Agreement, the amount of liquidated damages set forth below represents a good faith estimate as to the actual potential damages that City would incur as a result of final completion of the Specified Work. Such liquidated damages shall be the sole and exclusive remedy of City for late completion of the Specified Work and City hereby waives all other remedies available at law or in equity with respect to losses resulting from late completion. The amount of liquidated damages calculated hereunder does not include any penalty.

5.5 If Contractor fails to achieve final completion of the Specified Work on or before the date of completion as set forth herein, as may be extended by Change Order, Contractor shall pay to City liquidated damages in the amount of \$250.00 per calendar day for each calendar day the date of final completion of the Specified Work is delayed.

**6. CLEAN-UP AND REMOVAL OF DEBRIS.** Contractor shall daily keep all Work sites in a clean and orderly condition, free from all refuse, rubbish, scrap materials and debris caused by Contractor's operations.

**7. DRUG-FREE WORKPLACE.** Contractor acknowledges that City is a drug-free work place. Contractor covenants that all employees of Contractor working upon City property shall be subject to implementation of all possible provisions to maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statute 287.087.

**8. WORKMANSHIP.** Contractor shall, in a good workman like manner, perform all Work and furnish all supplies and materials necessary and proper to complete the Work under this contract, within the time specified herein, in accordance with the provisions of this contract, including any specifications, plans and drawings provided to Contractor. Contractor shall complete all Work to the satisfaction of City. During construction, Contractor shall be responsible for the protection of all existing paving, buildings, utilities and adjacent real property and shall promptly repair, at its sole cost, any damage caused, in whole or in part, by Contractor or its agents or subcontractors during the construction.

**9. LAWS AND REGULATIONS.** Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the Work and the protection of persons and property.

**10. PRECONSTRUCTION INSPECTION.** Contractor has undertaken such inspections as it deems necessary to undertake the Work at the contract price set forth in paragraph 3.

**11. CHANGE ORDERS.** The Contract Price and the Contract Time for the Specified Work may be changed only by a Change Order. City, without invalidating the Contract, may order changes in the Specified Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Price and the Contract Time for the Specified Work being adjusted accordingly. All such Changes in the Specified Work shall be authorized only by written Change Order and shall be executed under the applicable conditions of the Contract Documents.

11.1 The cost or credit to City resulting from a Change in the Specified Work shall be determined in one or more of the following ways:

- A. By mutual acceptance of a lump sum properly itemized;
- B. By unit prices stated in the Contract Documents or subsequently agreed upon; or
- C. By cost and a mutual acceptable fixed or percentage fee.

11.2 If none of the methods set forth in paragraph 11.1 thereof is agreed upon, Contractor shall promptly proceed with the Specified Work involved. The cost of such Specified Work shall then be determined on the basis of Contractor's reasonable expenditures and savings, including, in the case of any increase in the Contract Price for the Specified Work, a reasonable allowance for overhead and profit. In such case, Contractor shall keep and present an itemized accounting together with appropriate supporting data. The amount of credit to be allowed by Contractor to City for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease as confirmed by Contractor's records. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase, if any.

11.3 Contractor represents that it has examined the Specified Work sites thoroughly before entering into this agreement and is knowledgeable of all site conditions, above and below ground, and placement of all utilities. Contractor has also fully investigated the typical weather for this time of year. Should concealed conditions encountered in the performance of the Work below the surface of the ground be at variance with the conditions indicated by the Contract Documents or should unknown physical conditions below the surface of the ground of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the guaranteed maximum cost shall be equitably adjusted by Change Order upon claim by either party only where made in writing within a seven (7) calendar days after the first observance of the condition.

11.4 Claims for Additional Cost or Time. If Contractor claims that additional cost or time is involved because of any written order for a Change in the Specified Work issued pursuant to this Article, Contractor shall make such claim solely as provided herein and failure to make a claim timely shall be a waiver of any such claim. If Contractor wishes to make a claim for an increase in the Contract Price for the Specified Work or an extension in the Contract time for the Specified Work, Contractor shall give City written notice thereof within seven (7) calendar days after the occurrence of the event giving rise to such claim. This written notice shall be given by Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case Contractor shall proceed as necessary under the circumstances. Any change in the Contract Price or Contract Time for the Specified Work resulting from such properly requested claim shall be authorized by Change Order. Contractor shall not be given any Change Order for time extension for rain or other adverse weather conditions unless the condition is unusual or unseasonable for this time of year. Contractor may be entitled to an extension in the Contract Time for the Specified Work for delays occasioned by others working at the site who are not under the control or supervision of Contractor.

**12. TERMINATION OF CONTRACT.** City may, by written notice, terminate this Contract in whole or in part at any time, either for the City's convenience or because of failure to perform any material provision or portion of the Contract Documents, failure to pay vendors, suppliers, subcontractors or sub-subcontractors as required and failure to undertake adequate safety measures during the performance of the Work. 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 this Contract, whether completed or in process, shall be delivered to the City.

12.1 If the termination is for the convenience of the City, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

12.2 If the termination is due to failure to fulfill the contractor's obligations, the City 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 for any additional cost occasioned to the City thereby.

12.3 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. In such event, adjustment in the Contract price shall be made as provided in paragraph 12.1 of this agreement.

12.4 The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

**13. 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 to be an agent, servant or employee of the City.

**14. INSURANCE.** 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 City:

- A. COMPREHENSIVE GENERAL LIABILITY - OCCURRENCE FORM REQUIRED: Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$2,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury.

- B. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:** Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. 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. **WORKERS' COMPENSATION:** Coverage is to apply for 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:** The Contractor shall furnish the City with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Sebring is to be specifically included as an additional insured on all policies except Workers' Compensation. If Contractor is exempt from workers' compensation requirements, it shall submit a DWC-252 Certificate Exemption Form. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. All certificates of insurance must be on file with and approved by the City before the commencement of any work activities.

**15. SUBCONTRACTS.** A portion of the Work may be performed under subcontracts, and Contractor shall require that each subcontractor agree to the provisions of this agreement applicable to the Work performed by such subcontractor, including, but not limited to, insurance requirements except for excess/umbrella coverage, compliance with laws and indemnification of City. City retains the right to refuse a subcontractor for reasonable cause, to review Contractor's agreements with subcontractors upon request and require changes to such subcontractor agreements as City deems necessary. City shall not be obligated to pay any subcontractor under any circumstance.

**16. NOTICES.** Whenever any notice is required or permitted by this contract to be given, such notice shall be by certified mail or overnight delivery addressed to:

Contractor:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

City:  
 City Administrator  
 City of Arcadia  
 23 N. Polk Avenue  
 Arcadia, FL 34266

Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid. Each party will be responsible for notifying the other of any change in their address.

**17. ASSIGNMENT.** Contractor shall not assign this contract, in whole or in part, or any monies due or to become due hereunder, without the written consent of City.

**18. ACCEPTANCE AND WARRANTY.** Acceptance of the Work and final payment shall not relieve Contractor of the obligation to remedy Work that does not comply with the Contract Documents. Contractor warrants to City that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective, and Contractor shall promptly repair or replace the defective Work. If required by City, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Contractor shall be responsible for the technical accuracy of the services it performs and documents it prepares, and neither City nor its agents shall be responsible for discovering deficiencies in such services or documents.

18.1 The warranty provided in this paragraph shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

18.2 Unless a longer period is otherwise provided in the Contract Documents, Contractor warrants that the Work shall be free from defects in material and workmanship at the time of final completion and for a period of five (5) years from the date of final completion. Contractor shall promptly repair all defects at Contractor's

expense. The term "defects" shall not be construed as embracing damage arising from City's misuse or negligence, acts of God or normal wear and tear.

**19. CORRECTION OF WORK.** Prior to the date of final completion, Contractor shall promptly correct all Work determined to be defective or failing to conform to the Contract Documents whether or not fabricated, installed or completed. Contractor shall bear all costs of correcting such defective Work. If, within five years after the date of final completion or within such other period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall correct it promptly after request from City to do so.

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

**21. TAXES.** Contractor shall pay all sales, consumer, use and other similar taxes required by law resulting from the Work, which are in effect as of the date of execution of this Agreement, and such costs shall not be considered in addition to the Contract Price. Contractor shall be responsible for payment of its own FICA and Social Security benefits with respect to this Agreement and the personnel it employs.

**22. PERMITS, FEES AND NOTICES.** Contractor shall secure and pay for all permits and licenses necessary for the proper execution and completion of the Work which are in effect as of the date of execution of this contract.

22.1 Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If either Contractor or City observes that any of the Contract Documents are at variance therewith in any respect, it shall promptly notify the other party, in writing, and any necessary changes shall be adjusted by appropriate modification. If Contractor performs any Work which is contrary to such laws, ordinances, rules and regulations in effect as of the date of execution of this Agreement, then Contractor shall assume full responsibility and shall bear all costs attributable thereto.

**23. RESPONSIBILITY FOR THOSE PERFORMING THE WORK.** Contractor shall be responsible to City for the acts and omissions of all its employees and all subcontractors, their agents and employees and all other persons performing any of the Work by, through, or under Contractor.

**24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this document shall be deemed 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.

**25. SAFETY AND HEALTH REGULATIONS.** Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act and such other rules and regulations as may be applicable to the Work.

25.1 Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

25.2 Contractor shall take all necessary precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- A. All employees on the Work and all other persons who may be affected thereby;
- B. All the Work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of Contractor or any of its subcontractors or sub-subcontractors; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designed for removal, relocation or replacement in the course of construction.

Any injury to persons or damage to property shall be immediately repaired or remedied by Contractor, subject to the limits of indemnification provided by Contractor herein.

25.3 Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. It shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including, securing materials for the Work, providing appropriate lighting and posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Contractor and City's designee shall mutually agree on appropriate staging areas for the materials and equipment for the Work so as to not unreasonably encumber City's other real property.

**26. CONTRACTOR INDEMNIFICATION AND HOLD HARMLESS.** Contractor hereby acknowledges and confirms that the contract price for the Specified Work includes the consideration for this indemnification and hold harmless. Contractor shall, in addition to any other obligation to indemnify 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 Contractor, subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this paragraph 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 paragraph shall survive indefinitely.

**27. DEFAULT.** Subject to the limitations of Sec. 768.28, Fla. Stat., in any action brought by either party for the interpretation or enforcement of the obligations of the other party including City's right to indemnification, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees, paralegal fees, court and other costs, whether incurred before or during litigation, on appeal, in bankruptcy or in post judgment collections.

**28. BINDING EFFECT.** This contract shall bind and inure to the benefit of the successors and assigns of each of the parties.

**29. GOVERNING LAW.** This contract will be governed by and construed in accordance with the laws of the State of Florida and the parties agree to submit to the jurisdiction of the Tenth Judicial Circuit, in and for Desoto County, Florida.

**30. PERFORMANCE AND PAYMENT BONDS.** Contractor shall provide performance and payment bonds as set forth in the Instruction to Bidders or an equivalent Irrevocable Letter of Credit from a local bank before commencing work on the Work and this contract shall not become effective until the City's receipt thereof and approval by the City Attorney.

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

**32. MULTIPLE ORIGINALS.** This contract is executed in multiple copies, each of which shall be deemed an original.

**33. SEVERABILITY.** If any term or provision on this contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this contract shall be deemed valid and enforceable to the extent permitted by law.

**34. CONTRACT DOCUMENTS.** The other documents which comprise the entire contract are attached hereto, made a part hereof and consist of the following: Advertisement for Bids, Instruction to Bidders, General Conditions, Bid Form, Bid Certification Form, Drug-Free Workplace Certification, Public Entity Crimes Statement,



State of Florida License, Addendums (if any), Performance & Payments Bonds (if required), Change Orders (if any), General Provisions, Special Provisions, Technical Provisions.

In the event of a conflict between the terms of the above documents and the terms of this contract, the terms which are more favorable to the City shall prevail.

There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein.

**35. PUBLIC RECORDS.** Under Florida law, records received or made in the transaction of official business of City are public records open to inspection and copying by the public at large with limited statutory exceptions. City and Contractor specifically acknowledge the applicability of Article I, 2 §4 of the Florida Constitution and Chapter 119, Florida Statutes, to this contract and to any and all records generated in the course of performance of public business that are made by, transmitted to, held by or received by City. Further, in the event that Contractor is deemed by law to be acting on behalf of the City in any capacity, or is deemed to be performing a public function by delegation of the City, Contractor specifically acknowledges the applicability of the public records laws to all records made or received in the transaction of its Contractor-related business and covenants to comply promptly with the requirements of Article I, 2 §4 of the Florida Constitution, Chapter 119, Florida Statutes and all other applicable public records laws.

**AGREED TO** this \_\_\_\_ day of \_\_\_\_\_, 2017.

Two Witnesses as to City:

\_\_\_\_\_

(Printed Name) \_\_\_\_\_

\_\_\_\_\_

(Printed Name) \_\_\_\_\_

Two Witnesses as to Contractor:

\_\_\_\_\_

(Printed Name) \_\_\_\_\_

\_\_\_\_\_

(Printed Name) \_\_\_\_\_

**CITY OF ARCADIA**, a Florida municipal corporation

By: \_\_\_\_\_  
Judy Wertz-Strickland, Mayor

Attest:

By: \_\_\_\_\_  
Penny Delaney, City Clerk

(corporate seal)

**CONTRACTOR**

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

(corporate seal)