

BIDDER _____

DATE _____

CONTRACT DOCUMENTS AND SPECIFICATIONS

For

**8TH AVENUE DRAINAGE IMPROVEMENTS
BID NO. 16-B-07
CITY OF CRYSTAL RIVER**

MAYOR AND CITY COUNCIL MEMBERS

**JIM FARLEY, MAYOR
ROBERT HOLMES
MICHAEL GUDIS
KEN BROWN
ANDY HOUSTON**

**CITY MANAGER
DAVE BURNELL**

**CITY ATTORNEY
GEORGE G. ANGELIADIS**

**DIRECTOR OF PUBLIC WORKS
LOU KNEIP**

**CITY OF CRYSTAL RIVER
DEPARTMENT OF PUBLIC WORKS
123 NORTH WEST HIGHWAY 19
CRYSTAL RIVER, FLORIDA 34428
(352) 795-4216
(352) 795-6245 (fax)**

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INVITATION TO BID

**City of Crystal River
8TH AVENUE DRAINAGE IMPROVEMENTS
BID NO. 16-B-07**

The City of Crystal River will receive sealed bids for 8TH AVENUE DRAINAGE IMPROVEMENTS . You are hereby invited to submit a bid for the above referenced project. The Owner is the City of Crystal River.

Bids will be received until **10:00 AM, on July 14, 2016**, opened and read aloud at 10:05 AM in the Council Chambers at Crystal River City Hall.

DESCRIPTION OF WORK: The work generally consists of mobilization, MOT, removing 3 existing CMP cross drains of varying size, installation of 50 LF of new 29"x45" ERCP and 45 LF of 18" RCP, mitered end sections, remove and replace concrete outlet structure, new FDOT end wall, select fill around outlet structure, 100 LF new 'F' curb, rip rap, remove and replace curb and guard rail, asphalt repair and sod restoration.

ALL BIDDERS must be properly qualified for the type of work for which the BID is submitted. BIDS must be enclosed in an opaque envelope and marked:

"8TH AVENUE DRAINAGE IMPROVEMENTS - BID NO. 16-B-07", AND THE NAME OF THE BIDDER AND THEIR ADDRESS

**BIDS SHOULD BE ADDRESSED TO: CITY OF CRYSTAL RIVER
MIA FINK, CITY CLERK
123 NW HIGHWAY 19, CRYSTAL RIVER, FL 34428**

All contract documents may be examined at City Hall at no charge, downloaded for free on the City website (www.crystalriverfl.org), or picked up at City hall for no charge. Bidders who utilize the City website for the bid documents are advised to check the website regularly for updates and addendums. Bid packages may be picked up at the Public Works Department at City Hall, at the address above, between the hours of 8:00 am and 5:00 pm Monday through Friday. The contact person is Theresa Krim, 352-795-4216, extension 314 or Lou Kneip at extension 305.

No BIDS may be withdrawn for a period of SIXTY (60) days after closing time scheduled for receipt of BIDS. Work shall be completed within sixty (60) days from receipt of the notice to proceed by the owner.

The OWNER reserves the right to reject any and all BIDS for any reason whatsoever and waive all informalities. THE OWNER ALSO RESERVES THE RIGHT TO SELECT THE BID RESPONSE THAT IN ITS SOLE DETERMINATION BEST MEETS ITS BUSINESS NEEDS.

INFORMATION FOR BIDDERS

1. BIDS will be received by OWNER: City of Crystal River, Florida **until 10:00 AM July 14, 2016**, bids will be opened and read aloud at 10:05 AM in the Council Chambers at Crystal River City Hall.
2. THREE (3) COPIES OF EACH BID MUST BE SUBMITTED IN A SEALED OPAQUE ENVELOPE, ADDRESSED TO:

**City of Crystal River
Mia Fink, City Clerk
123 NW Highway 19
Crystal River, FL 34428**

Each sealed envelope containing a BID must be plainly marked on the outside as:

**“8TH AVENUE DRAINAGE IMPROVEMENTS ”, AND
THE NAME OF THE BIDDER AND HIS/HER ADDRESS.
OTHERWISE THE BID SHALL NOT BE OPENED.**

If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at:

**City of Crystal River
Mia Fink, City Clerk
123 NW Highway 19
Crystal River, FL 34428**

3. All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. An original and two (2) copies of the BID form are required. Bidders shall also complete all pages that require information from the Bidder and include in BID. The City reserves the right to make additions or deletions to bid quantities, and/or portions of the bid at the unit price listed in the bid. The contract amount shall be adjusted accordingly. The OWNER may waive any informalities or minor defects or reject any and all BIDS with proper justification. Any BID may be withdrawn prior to the above schedule time for the opening of BIDS or authorized postponement thereof.
4. No BIDDER may withdraw a BID within (60) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.
5. BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the sites and a review of the Contract

Documents. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the WORK to be done.

6. The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.
7. The BIDDER to whom the CONTRACT is awarded will be required to initially execute the Agreement and Notice of Award. Copies of the fully executed Agreement and Notice of Award will be provided to the BIDDER upon receipt. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default.
8. Should the OWNER not execute the Agreement or Notice of Award within sixty (60) calendar days after opening of the Bids, the BIDDER may, with written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the Notice by the OWNER.
9. The OWNER within thirty (30) calendar days of execution of contract shall issue the Notice to Proceed. Should there be reasons why the Notice to Proceed cannot be issued within the specified period, the time may be extended by mutual agreement between OWNER and Bidder. If the Notice to Proceed has not been issued within the thirty (30) day period or within the period mutually agreed upon, the Bidder may terminate the Agreement without future liability on the part of either party.
10. The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER MAY REQUEST. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that the BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.
11. A conditional or qualified BID will not be accepted.
12. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the CONTRACTOR throughout.
13. Each BIDDER is responsible for inspecting the sites and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to the BID submitted.

14. The lowest responsive BIDDER must supply the names and address of major material suppliers and subcontractors when requested to do so by the OWNER as well as a categorical cost breakdown of various portions of the total BID price. The BIDDER must also provide a Certificate of Insurance, Contractor License, proof of worker compensation insurance and complete a Public Entity Crime form (provided in this packet).
15. The CONTRACTOR shall provide a Construction Schedule to the OWNER upon receipt of a work order.
16. All work will be required to be inspected by the City of Crystal River. The Contractor is required to contact the City a minimum of 24 hours in advance of all required inspections. If the City is not properly notified, the Contractor will be required to uncover and expose any uninspected completed work as needed for proper inspection.
17. Per Ordinance of the City of Crystal River, Roll-Off Services must be provided by the current Trash Hauler under contract with the City, unless removal and/or disposal of material is being self hauled.
18. Each bid must be accompanied by a Bid Bond payable to the Owner for ten percent (10%) of the total amount of the Bid. As soon as the Bid prices have been compared the Owner will return the bonds of all except the three lowest responsible Bidders. When the Agreement is executed the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Payment Bond and Performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond. A Performance Bond and Payment Bond, each in the amount of 100 percent of the Contract Price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract. **ONLY APPLICABLE IF BID EXCEEDS \$200,000.00.**
19. Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney. **ONLY APPLICABLE IF BID EXCEEDS \$200,000.00.**
20. The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond (if applicable) within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default; in which case the Bid Bond accompanying the proposal shall become the property of the Owner.
21. The Owner within ten (10) days of receipt of acceptable Performance and Payment Bond (if applicable), and Agreement signed by the party to whom the

Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by Written Notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

22. The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.
23. If any person contemplating the submission of a Bid for the proposed work is in doubt as to the true meaning of any part of the specifications or proposed Contract Documents, he/she should submit a written request for any interpretation thereof to Theresa Krim at the City of Crystal River, located at 123 North West Highway 19, Crystal River, Florida 34428. The person making the request will be responsible for its prompt delivery. Written requests must be received no later than five (5) business days prior to the bid opening so as to leave adequate time for issuance of an addendum if needed. Requests for interpretations submitted beyond the cutoff will not be answered. Any interpretation of the specifications or proposed Contract Documents will be made only by written Addenda duly issued and mailed, emailed, faxed or delivered to each person receiving a set of such documents. All Addenda so issued shall become part of the Contract Documents. The Owner will not be responsible for explanations or interpretations of the proposed documents except as issued in accordance herewith, and no verbal statement either before or after the execution of the Contract shall affect or modify any of the terms or obligations contained herein.
24. Quantities listed on the Form of Proposal for unit price contracts are to be considered as approximate only, ***and are not guaranteed as entirely accurate***, but those given will be used in comparing bids unless scope of the project to be awarded is changed. In actual construction, these quantities may be reduced or increased at the City's discretion. Payment will be made to the Contractor based on the actual quantities installed and measured in place at the bid prices.
25. The Owner, reserves the right to reject any or all of the unit prices for extra work set forth in the Form of Proposal for lump sum contracts, in the event that such prices are considered excessive or unreasonable.
26. The Owner reserves the right to use any alternates or substitute items included on the Form of Proposal in the award of contracts.
27. The successful bidder must supply to the Owner the names and addresses of subcontractors for approval and pertinent information to establish qualification.
28. In the event of deletions, increase in quantities or acceptance of substitutes or alternates, comparisons of bids will be made on the basis of totals actually to be

awarded and not on the total of the base bid alone.

29. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.
30. The contract shall be awarded to the lowest responsive, responsible, qualified bidder unless all bids are rejected.
31. Any conditions which are established for awarding a contract to the low bidder must not be excessively restrictive in nature. Responsiveness may be defined by:
 - a. The completeness and regularity of Form of Proposal.
 - b. A bid without excisions or special conditions.
 - c. A Form of Proposal having no alternative bids for any items unless requested in the technical specifications.
32. Responsibility may be based on whether the bidder:
 - a. Maintains a permanent place of business.
 - b. Has adequate equipment to do the work properly and within the time limit that is established.
 - c. Has adequate financial status to meet his obligations contingent to the work.
 - d. Has adequate experience and expertise for the work being asked to complete.
33. The Owner may make such investigations as they deem necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. Each bidder shall furnish with the bid, a form of Bidder's Qualifications attached to the Form of Proposal. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.
34. The award of the contract is contingent upon securing an acceptable bid which will fall within the amount of funds available for the construction of this project.
35. In the event of a conflict between the plans and the specifications, the specifications shall prevail.

**BID PROPOSAL
BIDDER'S SUBMITTAL CHECKLIST:
(Attach to proposal form)
8TH AVENUE DRAINAGE IMPROVEMENTS
BID NO. 16-B-07**

SUBMIT ONE (1) ORIGINAL AND TWO (2) COPIES:

Initials

Description

Completed proposal form, signed, witnessed and notarized

Completed list of subcontractors and equipment

Completed Public Entity Crime Statement, signed and notarized

Drug Free Workplace Statement, signed

Contractor's License

Insurance certificate

Bid Bond (only if bid exceeds \$200,000.00)

Bidder has visited the site(s) and is familiar with the work

Submittal checklist (this form), initialed

Bidder agrees to increase or decrease quantities as directed by the Owner per the unit prices submitted

**BID PROPOSAL FOR
8TH AVENUE DRAINAGE IMPROVEMENTS
BID NO. 16-B-07**

Proposal of _____

(Hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida and doing business as:

(insert "a corporation", "a partnership", or "an individual") as applicable.

To: _____
(hereinafter called "OWNER")

In compliance with your Advertisement for bids, BIDDER hereby proposes to:

Perform all work and furnish all labor, equipment, materials and transportation for the **8TH AVENUE DRAINAGE IMPROVEMENTS**

In strict accordance with the CONTRACT DOCUMENTS within the time set forth therein, and at the prices stated in the Bid Schedule.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to start the work within ten (10) days and complete the work under this CONTRACT within sixty (60) days of receiving the Notice to Proceed from the OWNER.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENT for the listed unit prices or lump sums shown in the BID FORM as follows:

The Bidder acknowledges having received the following project addenda:

No. _____, Date:

No. _____, Date:

No. _____, Date:

By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other bidder or with any competitor.

**BID PROPOSAL FOR
8TH AVENUE DRAINAGE IMPROVEMENTS
BID NO. 16-B-07**

DESCRIPTION	UNIT PRICE	QUANTITY	UNITS	TOTAL
1. Mobilization	\$ _____	1	LS	\$ _____
2. Maintenance of traffic	\$ _____	1	LS	\$ _____
3. Remove and dispose of existing outlet structure	\$ _____	1	LS	\$ _____
4. Supply and install new Concrete outlet structure, Identical to existing	\$ _____	1	LS	\$ _____
5. Supply and install 29"x45" concrete end wall per FDOT index 250	\$ _____	1	LS	\$ _____
6. Remove and replace 18" CMP with 18" RCP, (Near tennis courts) including dewatering, road open cut & restoration per detail	\$ _____	45	LF	\$ _____
7. Remove and replace 18" & 24" CMP with 29"x45" ERCP (near pond) including dewatering, road open cut & restoration per detail	\$ _____	50	LF	\$ _____
8. 18" concrete mitered end	\$ _____	2	EA	\$ _____
9. Select backfill, compacted	\$ _____	120	CY	\$ _____
10. Sod restoration (Bahia)	\$ _____	70	SY	\$ _____
11. Remove and replace steel guardrail, including flared end anchorage assembly per FDOT	\$ _____	60	LF	\$ _____

- | | | | |
|--|----------|--------|----------|
| 12. Remove chain link fence,
relocate & replace with wood
Post and rail per note on sheet 2 | \$ _____ | 160 LF | \$ _____ |
| 13. Excavate, form and install
New concrete 'F' curb
(if required) | \$ _____ | 100 LF | \$ _____ |
| 14. Excavate, form and install
additional concrete wall
to match FDOT end wall for slope
stabilization, if needed | \$ _____ | 60 LF | \$ _____ |
| 15. Rip Rap | \$ _____ | 50 CY | \$ _____ |

Total Bid Amount: \$ _____

Write Total Bid Amount: _____

**BID PROPOSAL FOR
8TH AVENUE DRAINAGE IMPROVEMENTS
BID NO. 16-B-07**

THIS PROPOSAL DATED THIS _____ day of _____, 2016

ATTEST:

Witness

By: _____
Authorized Signature
(Principal)

Printed Name

Printed Name, Title

Company Name

Address: _____

Employee I.D. No.

Fla. State Certified General
Contractors License Number

Phone No. _____

LIST OF SUBCONTRACTORS AND EQUIPMENT MANUFACTURERS

In the space below, the BIDDER shall list the Architect and all proposed Subcontractors and their addresses for approval by the OWNER.

The BIDDER shall also describe that portion of the work proposed to be sublet to each Subcontractor listed.

Equipment Manufacturers shall be listed for each item of major equipment herein. No changes shall be allowed after acceptance by the OWNER. Any blanks shall be filled in by the OWNER and provided by the CONTRACTOR at no additional cost.

Attach additional sheets as required.

SUBCONTRACTORS:

<u>Name</u>	<u>Address</u>	<u>DESCRIPTION OF WORK TO BE PERFORMED</u>
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EQUIPMENT:

<u>Equipment</u>	<u>Manufacturer</u>	<u>Leased or Owned</u>
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SWORN STATEMENT PURSUANT TO SECTION 87.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. This sworn statement is submitted to the CITY OF CRYSTAL RIVER

by

_____ **(print individual's name and title)**

for

_____ **(print name of entity submitting sworn statement)**

whose business address is: _____

_____ and (if applicable) its Federal Employer 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 an agency or political subdivision or 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 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:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control 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

PUBLIC ENTITY CRIMES STATEMENT - 2

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.

c. 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 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.

d. 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 HIS FORM IS VALID THOROUGH 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)

The foregoing instrument was acknowledged before me this _____ day of _____,
20_____, by _____, who is personally known to me or
produced _____ as identification.

State of _____

County of _____

Notary Public Seal:

DRUG FREE WORKPLACE STATEMENT

The undersigned vendor in accordance with the Florida Statute 287.087 hereby certifies that:

_____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about dangers of drug abuse in the workplace, the business' 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 from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees 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 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

Date

FLORIDA STATUTES 287.122 (2) (A)

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted list.

8TH AVENUE DRAINAGE IMPROVEMENTS
BID NO. 16-B-07

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2016 by and between the **City of Crystal River**

HEREINAFTER CALLED "OWNER" AND

doing business as (a Corporation, or a partnership, or an individual) hereinafter called "CONTRACTOR", for the constructions of the **8TH AVENUE DRAINAGE IMPROVEMENTS**

WITNESSETH: That for and in consideration of the payments and agreements, hereinafter mentioned:

1. The CONTRACTOR shall perform all work and furnish all necessary labor, equipment, material, delivery and transportation for the **8TH AVENUE DRAINAGE IMPROVEMENTS** . The contract amount is \$_____
2. The CONTRACTOR will commence the work required by City within ten (10) days of receiving the Notice To Proceed, and work continuously to complete the work within sixty (60) days.
3. The OWNER has determined and declared the above-named CONTRACTOR to be the responsible bidder that meets the OWNER'S business needs on the above referenced project, and has duly awarded this CONTRACT to said CONTRACTOR, for the unit prices contained in the bid.

The OWNER shall pay the CONTRACTOR for the work performed as follows: Payment for unit price items shall be at the unit price bid for actual construction quantities measured in place and approved by the Owner.

The OWNER reserves the right to make additions or deletions to bid quantities, and/or portions of the bid at the bid item prices.

4. The OWNER will pay the CONTRACTOR in a manner and at such times set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - a) Invitation to Bid

- b) Information for Bidders
- c) Bid
- d) Agreement
- e) Sworn Statement
- f) Notice of Award
- g) Notice to Proceed
- h) Change Order Request

6. **HOLD HARMLESS AGREEMENT**

_____ (CONTRACTOR)

its officers and members shall, through the signing of this document by an authorized party or agent, covenant and agree that it will indemnify, hold harmless and defend the City of Crystal River and the damage, cost, charge, expense, suit and/or action, including attorney's fees and all costs of litigations and judgment of every name and description brought against the City as a result of any act, action, neglect, loss, damage or injury to person or property by reason of any act or failure to act by the CONTRACTOR, its agents, servants, or employees during and as a result of the performance under this contract, whether direct or indirect, and whether to any person or property to which the City of said parties may be subject.

Name of Firm: _____

Name of Agent: _____

Title of Agent: _____

Signature of Agent: _____

Date: _____

7. The Contractor shall provide a one (1) year guarantee on all work associated with this project. The Contractor agrees to replace any defective work within this time period. Defective work includes, but is not limited to, cracked asphalt, settlement around culverts or embankment, cracked concrete, and erosion.
8. This agreement shall be binding upon all parties hereto and respective heirs, executors, administrator, successors, and assigns.
9. Payment terms; payment to the Contractor shall be made within 30 days of receipt of an approved invoice.
9. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (number of copies) each of which shall be deemed an original on the date first above written.

In any litigation which may be filed to interpret or enforce this Agreement, the prevailing party shall be entitled to all costs, including attorneys' fees incurred whether at trial or on appeal.

CITY of Crystal River (OWNER)

By: _____
 Name: James Farley, Mayor

Attest:

By: _____

Date: _____

Name: Mia Fink
 City Clerk

CONTRACTOR

Approved as to Form:

By: _____

 George G. Angeliadis,
 City Attorney

Title: _____

Name: _____

Date: _____

NOTICE OF AWARD

TO: _____

RE: 8TH AVENUE DRAINAGE IMPROVEMENTS

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____ and Information for Bidders. You are hereby notified that your BID has been accepted in the amount of

\$_____.

You are required by the INFORMATION FOR BIDDER'S to furnish the required CONTRACTOR'S certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to furnish said CERTIFICATES within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2016

City of Crystal River
Owner

By: _____
Name: James Farley, Mayor

Attest: _____
Mia Fink, City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by:

This the _____ day of _____ 2016

By: _____

Title: _____

NOTICE TO PROCEED

TO: _____ **DATE:** _____

_____ **PROJECT:** BID 16-B-07

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK IN ACCORDANCE WITH THE AGREEMENT DATED: _____, 2016, ON OR BEFORE _____ 2016, AND YOU ARE TO START WORK WITHIN TEN (10) DAYS, AND COMPLETE ALL WORK WITHIN SIXTY (60) DAYS OF RECEIVING THIS NOTICE.

City of Crystal River, OWNER

By: _____

Name: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

this the _____ day of _____, 2016

By: _____

Title: _____

CHANGE ORDER

Date: _____ **No.:** _____

Project: _____

Contractor: _____

Description: _____

Reason for Change Order: _____

Attachment: _____

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$	Original Contract Time:
Net Changes from previous Change Orders No. __ to No. __ \$	Net Changes from previous Change Orders No. __ to No. __ Days
Contract Price prior to this Change Order \$	Contract Times prior to this Change Order Days
Net (Increase/Decrease) of this Change Order \$	Net (Increase/Decrease) of this Change Order Days
Contract Price with all approved Change Orders \$	Contract Times with all approved Change Orders Days

Approved (Owner)

Accepted (CONTRACTOR)

By: _____

By: _____

James Farley, Mayor

Date: _____

Date: _____

Attest: _____

Carol A. Harrington, City Clerk

GENERAL CONDITIONS

1. SUPERINTENDENT – SUPERVISION

The Contractor shall provide a competent Superintendent and any necessary assistants during construction of this project, all satisfactory to the Public Works Director or Designee. The superintendent shall not be changed except with the consent of the Public Works Director, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Other directions shall be confined on written request in each case. The Contractor shall give efficient supervision of the work, using his best skill and attention. The superintendent shall be present on the site at all times, as required, to perform adequate supervision and coordination of the work to the Public Works Director's satisfaction.

2. TESTING

Unless specified otherwise the Contractor will designate an independent testing laboratory to be used for testing of materials and quality of construction on the project, and will pay the costs incurred by that testing laboratory. The contractor shall pay the cost for any re-test due to failures. The Contractor shall be responsible for causing to be performed all tests required in the specification, prior to advancing to the next phase of construction. It shall be the responsibility of the Contractor to notify the Public Works Director or Designee at least 24 hours in advance of any testing which he has scheduled so that the Public Works Director or Designee may witness the test or the taking of test samples. The Public Works Director or Designee may select the location of the entity to be tested or may leave it to the discretion of the technician employed by the laboratory if he so chooses. The Contractor shall cause the Owner to be furnished with all certified test reports which verify satisfactory completion of the work.

Specific testing requirements for this project: NONE

3. PAYMENT

A single payment application shall be submitted by the Contractor at the end of the project. Measurements shall be made by the Contractor, subject to verification and agreement by the Owner. Payment shall be made only for the quantities actually installed by the Contractor and accepted by the City. Payment terms; within 30 days from receipt of approved invoice.

4. CHANGE ORDERS

Should a change order become necessary, the Contractor shall prepare a change order proposal for the Owner's consideration. The fee shall be established by one of the following means; by an extension of unit prices previously provided in the bid or by a mutually agreed upon fee. In the absence of an existing unit price in the bid, the change order amount may be established by the true cost to the Contractor (salary plus benefits plus equipment use cost, if applicable) plus a 10% markup for overhead and profit. Should the Owner and Contractor not be able to agree upon a change order cost, the Owner reserves the right to use their own personnel or hire an outside Contractor to complete a particular task necessitated by the change order. The Contractor shall not proceed with any additional work involving a change order without written approval from the Owner. Should the Contractor perform additional work without a written change order agreement, the Owner shall not be responsible for payment.

5. PERMITS REQUIRED

- NONE

6. QUANTITIES

The quantities are estimated. Payment will be made based on the actual quantities installed and measured.

7. COMMUNICATION AND SCHEDULING

The Contractor shall prepare and submit a schedule of anticipated work activities upon receipt of the notice to proceed. The schedule is to be updated as needed. In addition, the Contractor shall call the Public Works Department each morning they are working to inform the Owner of the work planned for that day, along with the expected arrival times for asphalt so that inspections can be made.

CONSTRUCTION SPECIFICATIONS

1. Unless otherwise specified herein, the specifications to be followed for this project shall be the Florida Department of Transportation Standards for Roads and Bridges, 2016 version or as amended.
2. The City desires to keep the road open during construction. To accomplish this, the Contractor shall contain their work to one lane at a time and allow traffic on the other lane with the use of two (2) flagmen. This is payable under the item for maintenance of traffic. Limited road closures may be approved at the discretion of the Owner.
3. New pipe installation price per foot to include bedding stone, curb removal and replacement, and asphalt removal and replacement.
4. See plan notes for additional construction specifications.