

Invitation to Bid

NUMBER
ITB #17-LS-015



City of Edgewater

Whistle Stop Park Improvements

Patricia Drost
Purchasing Specialist

LEGAL NOTICE

Notice is hereby given that the City of Edgewater is accepting Sealed Bids for the construction of **Whistle Stop Park Improvements**. Bids will be received until **3:00 p.m., on October 17, 2017** by the City Clerk's Office, City Hall, 104 N. Riverside Drive, Edgewater, Florida 32132.

ITB# 17-LS-015 "Whistle Stop Park Improvements"

Services to be provided shall include, but not be limited to the following:

The City of Edgewater is seeking a qualified and licensed State of Florida Contractor to furnish all labor, materials, and services without exception, for the **Whistle Stop Park** Improvements as indicated the Technical Specifications and Plans included in this document.

Project location is at the City of Edgewater's Whistle Stop Park, located at 651 Roberts Road, Edgewater, FL 32141. The project shall be substantially complete in 300 days and final completion within 30 days of substantial completion or 330 days total.

A pre-bid conference is not applicable for this solicitation.

A non-mandatory mandatory pre-bid conference will be held on September 27, 2017, commencing promptly at 10:00 a.m., and will be held in City of Edgewater, Council Chambers, located at 104 N. Riverside Drive, Edgewater, FL 32132. **Contractors are expected to be familiar with existing site conditions prior to submitting a bid.**

To be eligible for consideration, One (1) original and one (1) electronic copy on a USB flash drive, of the proposal must be delivered to the City Clerk's Office, City of Edgewater, 104 North Riverside Drive, P.O. Box 100, Edgewater, Florida 32132-0100 in a sealed envelope plainly marked on the outside: **"WHISTLE STOP PARK IMPROVEMENTS", ITB # 17-LS-015.**

All statements shall be made upon the official bid form which may be obtained on the City's E-Procurement site: www.demandstar.com.

City of Edgewater does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Edgewater Finance website: www.cityofedgewater.org, www.demandstar.com, and also posted in the Lobby of City Hall on September 14, 2017

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1) Introduction/Overview

A) Purpose/Objective

The City of Edgewater (herein after, “City”) has issued this Invitation to Bid (hereinafter, “**ITB**”) with the sole purpose and intent of obtaining bids from interested and qualified firms offering to furnish all labor, materials, and services without exception, for the **Whistle Stop Park Improvements** as indicated the Technical Specifications and Plans included in this document.

The Whistle Stop Park Improvements project involves a complete redevelopment of the existing 14 acre Whistle Stop Park. Improvements include a splashpark, playground, a new skatepark, restrooms, improved lighting, a ½ mile walking trail, fitness kiosks, a volleyball court, a dog park, greenspace and new tennis courts, basketball courts, racquetball courts, parking, landscaping and stormwater management system. The Project Site is located at 651 Roberts Road, Edgewater, FL 32141. The successful proposer will hereinafter be referred to as the “Contractor”.

If awarded, a contract to provide these services will be effective on the date such contract is approved by the City of Edgewater, City Council (herein after, the “Council”), signed by all required parties and filed with the City Clerk.

As is more fully explained in Section “6L” of this **ITB**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **ITB**. The City will not use any other factors or criteria in the evaluation of the bids received.

B) Background

The City serves an area of 22.59 square miles with a population of approximately 21,958. The City’s fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Edgewater’s Comprehensive Annual Financial Report for fiscal year 2016 and in the City’s Annual Budget for fiscal year 2017. Copies of these documents may be viewed on www.cityofedgewater.org. The City of Edgewater is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **ITB** to Pat Drosten, Purchasing Specialist, and submit such questions in writing to pdrosten@cityofedgewater.org. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from pdrosten@cityofedgewater.org. All questions asked, along with the answers will be electronically distributed to firms registered for this solicitation and additionally posted on this site as an addendum.

D) Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolution 2016-R-33 establishing and adopting the City Purchasing Policy. Each proposal will be reviewed to determine if the proposal is responsive to the **ITB**. Proposals deemed to be non-responsive may be rejected without being evaluated by the Evaluation Committee appointed by the City Manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Council who will make the final selection(s). **ITB's that are solely priced based will be reviewed by the Purchasing Specialist and Project Manager and will not be subject to the Evaluation Committee process.** A responsive proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this **ITB** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Bid Conference

A pre-bid conference is not applicable for this solicitation.

A non-mandatory mandatory pre-bid conference will be held on September 27, 2017, commencing promptly at 10:00 a.m., and will be held in City of Edgewater, Council Chambers, located at 104 N. Riverside Drive, Edgewater, FL 32132. **Contractors are expected to be familiar with existing site conditions prior to submitting a bid.**

The purpose of the pre-bid conference is to allow an open forum for discussion and questioning with City staff regarding the **ITB** with all prospective proposers having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the **ITB**. Only written responses to written questions will be considered official, and will be included as part of the **ITB** as an addendum. All prospective proposers are strongly encouraged to attend, as, unless requested by the department, this will be the only pre-bid conference for this solicitation. If this pre-bid conference is denoted as "mandatory", prospective bidders must be present in order to submit a bid response.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **ITB** process.

Event	Date
ITB Notice	September 14, 2017
Non-Mandatory Pre Bid Meeting	September 27, 2017 10:00 am
Last Date for Receipt of Written Questions	October 3, 2017 3:00 pm
Addendum due	October 10, 2017
Bid Close Date	October 17, 2017 3:00 pm
Evaluation	October 23, 2017
Notice of Recommendation	October 25, 2017
City Council Approval	November 13, 2017

2) General Description of Specifications or Scope of Work

The City of Edgewater is seeking a qualified and licensed State of Florida Contractor to furnish all labor, materials, and services without exception, for the **Whistle Stop Park** Improvements as indicated the Technical Specifications and Plans included in this document.

The Whistle Stop Park Improvements project involves a complete redevelopment of the existing 14 acre Whistle Stop Park. Improvements include a splashpark, playground, a new skatepark, restrooms, improved lighting, a ½ mile walking trail, fitness kiosks, a volleyball court, a dog park, greenspace and new tennis courts, basketball courts, racquetball courts, parking, landscaping and stormwater management system. The Project Site is located at 651 Roberts Road, Edgewater, FL 32141.

The project shall be substantially complete in 300 days and final completion within 30 days of substantial completion or 330 days total.

The estimated budget for this project is \$3,500,000.

All associated fees are to be included with bid submittal price. Contractor is responsible for all permits and associated fees.

A) Scope of Work/Specifications

Scope of work is detailed in **Exhibit “A” – Technical Specifications** and **Exhibit “B”- Plans**, and **Exhibit “C” - Geotech Report** which are included as a part of this document.

3) City’s Right to Inspect

The City or its authorized Agent shall have the right to inspect the Contractor’s facilities/project site during and after each work assignment the Contractor is performing.

4) Terms and Conditions of Contract

The City has developed standard contracts/agreements. The Contractor shall be required to return a signed standard City contract/agreement contained within this **ITB** with your submittal.

A contract/agreement resulting from this **ITB** shall be subject to the terms and conditions set forth in a standard City Contract and any terms and conditions included in this **ITB**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor with their submittal until approved by Council.

5) General Terms and Conditions

A) Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Finance Department, (386) 424-2400.

B) Principals/Collusion

By submission of this Bid, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

F) Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, **Whistle Stop Park Improvements** or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

I) Lobbying

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Bid.

Firms and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Bid announcement to final Council approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

J) Single Bid

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **ITB**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **ITB**.

All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

K) Protest Procedures

Any appeal or protest to the Request for Bid shall be governed by the City of Edgewater's Purchasing Policies and Procedures.

L) Public Entity Crime

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, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

M) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **ITB** document.

Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, **ITB**, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

O) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

6) Instructions for Bid

A) Compliance with the ITB

Bids must be in strict compliance with this **ITB**. Failure to comply with all provisions of the **ITB** may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **ITB**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

Not Applicable

Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Edgewater on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

Performance and Payment Bonds: For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall

be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Bids

All bids are to be delivered before 3:00 p.m., local time, on or before October 17, 2017 to:

City of Edgewater
City Clerk
104 N. Riverside Drive
Edgewater, Florida 32132

The City shall not bear the responsibility for bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer's personnel or by the proposer's outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition:

The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

Proposers must submit two (2) total copies of the proposal, one (1) original and one (1) electronic copy in PDF format, on a USB flash drive.

List the Bid Number on the outside of the box or envelope and note "Invitation to Bid enclosed."

E) Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

1. Invitation to Bid issued.
2. Subsequent to the closing of bids, the Department and the Purchasing Specialist shall review the bids received and verify whether each bid appears to be minimally responsive to the requirements of the published **ITB**

3. Vendor selection will be based on the lowest, compliant, qualified bid unless specified otherwise in the Invitation to Bid.
4. The City reserves the right to withdraw this ITB at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
5. Receipt of a bid by the City or a submission of a bid to the City offers no rights upon the Proposer nor obligates the City in any manner.
6. Acceptance of the bid does not guarantee issuance of any other governmental approvals.

The City reserves the right to withdraw this **ITB** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the City or a submission of a proposal to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the proposal does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the ITB

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **ITB**, Proposer shall immediately notify the Purchasing Specialist, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Specialist will make modifications by issuing a written revision and will give written notice to all parties who have received this **ITB** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **ITB** prior to submitting the bid otherwise determination of the governing provision will be at the discretion of the City at no impact to the terms of the bid.

G) Bid, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its proposal in response to this **ITB**, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Bids

The right is reserved by the City to waive any irregularities in any proposal, to reject any or all proposals, to re-solicit for proposals, if desired, and upon recommendation and justification by the City to accept the proposal which in the judgment of the City is deemed the most advantageous for the public and the City.

Any proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the proposal of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

I) Requests for Clarification of Proposals

Requests by the Purchasing Specialist to a proposer(s) for clarification of bid(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its proposal.

J) Validity of Proposals

No bid can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All bids shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

The bid shall be deemed an offer to provide services to the City. In submitting a bid, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of bids, all bids must conform to the guidelines set forth in this **ITB**. Any portions of the bid that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the bid. However, any bid that contains such variances may be considered non-responsive.

Bids should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the **ITB**. All copies of the bid should be bound and tabbed. The utilization of recycled paper for bid submission is strongly encouraged.

The items listed as required forms shall be submitted with each bid and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its bid.

All costs associated with delivering the requested services shall be detailed in the format requested on the Proposal Form.

L) Bid Evaluation Committee and Evaluation Factors

As previously stated, award of contract shall be based on the lowest, compliant, qualified bid unless specified otherwise in the Invitation to Bid.

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes

to provide items specified above and beyond the stated requirements of this request at “no cost” to the City of Edgewater, these services should be identified and included in the request response.

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), **both in individual scoring and in final ranking**, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City’s option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.

7) Contract / Agreement and All Required Forms

Required forms:

- Proposers Checklist
- Standard Construction Contract
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- Public Entity Crimes Statement
- Vendor Information
- W9
- Public Act 2016-20 – Public Records Requirements
- Proposal Pricing Form
- Acknowledgement of Addendum

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Bid.

Proposer should check off each of the following items as the necessary action is completed:

- The standard contract/ agreement has been signed and included.
- All applicable forms have been signed and included
- All information as requested in the Proposer's Qualification Form is included.
- Any addenda have been signed and included.
- The mailing envelope has been addressed to:

CITY CLERK
City of Edgewater
104 N. Riverside Dr.
Edgewater, Florida 32132

- The **mailing envelope must be sealed and marked** with Bid Number "**ITB 17-LS-015**", Bid Title "**Whistle Stop Park Improvements**" and Due Date "**October 17, 2017 @ 3:00 PM**".
- The Bid will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Bid cannot be considered.)

ALL COURIER-DELIVERED BIDS MUST HAVE THE ITB NUMBER AND BID NAME ON THE OUTSIDE OF THE COURIER PACKET

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

**CONSTRUCTION CONTRACT
 ITB 17-LS-015 – WHISTLE STOP PARK IMPROVEMENTS
 CITY OF EDGEWATER
 VOLUSIA COUNTY, FLORIDA**

THIS AGREEMENT is made and entered into this _____ day of _____, 2017, by and between _____ duly authorized to conduct business in the State of Florida and whose address is _____, hereinafter, called "CONTRACTOR" and the **CITY OF EDGEWATER**, a political subdivision of the State of Florida, whose address is 104 North Riverside Drive, Edgewater, FL 32132, hereinafter called "CITY".

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment and all utility and transportation services required to complete the construction of and all appurtenant work thereto, as described in the **ITB 17-LS-015 – WHISTLE STOP PARK IMPROVEMENTS** document.

All work shall be in strict compliance with the drawings and specifications, including any and all Addenda, and together with all Contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment and service shall be furnished and said work performed and completed subject to the approval of the Owner.

ARTICLE II. CONTRACT PRICE. The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

\$ _____
 Figures

 In Words

Payment will be made at the unit prices listed in the attached ITB for the actual completed quantity of each item, subject to additions and deductions as provided for in the ITB.

RETAINAGE. The City shall have the right to withhold retainage from Compensation paid to a Contractor Should the City decide that retainage shall be withheld from Compensation, the amount to be retained from each payment to the Contractor shall be:

- A. 10 % of the amount of each invoice.
- B. % of each payment of a milestone payment based on a Project milestone schedule.
- C. No retainage will be taken.

The City shall have the right to withhold retainage from Compensation paid to a Contractor. Should the City decide that retainage shall be withheld from Compensation, the amount to be retained from each payment to the Contractor shall be stated in the Work Order. The retainage shall be included with the final

payment after all Work or Services for the Work Order have been approved and accepted by the City and all disputed invoices have been resolved by the parties. The City shall never be required to pay an amount that would leave unpaid from the contract price or Compensation an amount less than the amount City would need to have in order to pay another consultant to complete the Work or Services should Contractor fail to complete the Work in a Work Order remaining incomplete as of that date.

ARTICLE III. CONTRACT TIME. The Contractor agrees to commence work within **thirty (30) DAYS** after the date of the Notice to Proceed letter and shall complete the work within **three-hundred thirty (330)** consecutive calendar days thereafter.

ARTICLE IV. INSPECTION BY CONTRACTOR. The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and under- ground obstructions and nature thereof, the nature of the ground water conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Contract prices herein agreed upon, and that this Contract price is based upon these inspections and examination.

ARTICLE V. LIQUIDATED DAMAGES. If the work is not completed within the time specified in Article III of this Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **Five Hundred (\$500.00) DOLLARS** for each consecutive calendar day thereafter until the work is completed, and as outlined in the RFP document.

ARTICLE VI. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

1. Invitation to Bid – **ITB #17-LS-015 (including attachments/exhibits)**
2. Bid Proposal
3. Bid Bond Form
4. Public Entity Crime Affidavit
5. Construction Contract
6. Performance/Payment Bond
7. Certificate of Compliance
 Re: Insurance
8. Addenda

ARTICLE VII. SEVERABILITY. Should any term, covenant, condition, provision or sentence or part thereof of this Contract, including all Contract Documents which comprise the entire agreement, be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall nevertheless remain in full force and effect.

ARTICLE VIII. CONSTRUCTION. The headings and subheadings used throughout the Contract Documents are for convenience only and have no other significance in the interpretation of the body of the Contract Document.

ARTICLE IX. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, ITB 17-LS-015 - Whistle Stop Park Improvements

addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Robin L. Matusick, City Clerk
City of Edgewater
104 N. Riverside Drive
Edgewater, FL 32132
(386)424-2400 #1203

For Contractor:

_____, _____ (Name, Title)
_____. (Company)
_____ (Address)
_____ (City, State, Zip)
_____ (Phone)

ARTICLE X. RIGHTS AT LAW RETAINED. The rights and remedies of City, provided for under this Contract, are in addition and supplemental to any other rights and remedies provided by law.

ARTICLE XI. CONTROLLING LAW, VENUE, ATTORNEY’S FEES. This Contract is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Contract shall be in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney’s fees relating to any dispute arising under this Contract.

ARTICLE XII. MODIFICATIONS TO AGREEMENT. This Contract and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

ARTICLE XIII. WAIVER OF JURY TRIAL. THE CITY AND CONTRACTOR HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

ARTICLE XIV NON-WAIVER. No indulgence, waiver, election or non-election by City under this Contract shall affect Contractor’s duties and obligations hereunder.

ARTICLE XV. ASSIGNMENT. This Contract, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith. However, this Contract shall run to the Edgewater City Government and its successors.

ARTICLE XVI. INDEPENDENT CONTRACTOR. It is the intent of the parties hereto that Contractor shall be legally considered an independent contractor and that neither Contractor nor its employees shall under any circumstances be considered employees or agents of the City and that the City shall be at no time legally responsible for any negligence on the part of Contractor, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, Contractor or corporation.

ARTICLE XVII. NO THIRD-PARTY BENEFICIARIES. The agreements contained herein are for the sole benefit of the parties hereto and their successors and permitted assigns and no other party shall have the right to enforce any provision of this Contract or to rely upon the provisions of this Contract.

ARTICLE XVIII. WARRANTY OF TITLE OF CONTRACTOR. Contractor warrants to the City that all goods and materials furnished under the Contract will be new unless otherwise specified and

that Contractor possess good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. If at any time there shall be evidence of any claim for which, if established, the City might become liable, and which may be chargeable to the Contractor, or if the Contractor shall incur any liability to the City, or the City shall have any claim or demand against the Contractor, of any kind or for any reason, whether related to or arising out of this Agreement or any other agreement between the Contractor and the City, and whether or not reduced to judgment or award, the City shall have the right to retain out of any payment due the Contractor, or which may become due to the Contractor, under this Contract or any other Contract between the Contractor and the City, an amount sufficient to indemnify the City against such claim, and/or to compensate the City for, and fully satisfy, such liability, claim or demand, and to charge or deduct all cost of defense or collection with respect thereto, including, but not limited to, reasonable attorneys' fees, expert consultant fees, and expert witness fees. Should any claim develop after final payment has been made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such claims, or that the latter may have incurred in collecting said monies from the Contractor.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

CITY OF EDGEWATER

Tracey T. Barlow, City Manager

Robin L. Matusick, City Clerk
Dated: _____

WITNESSES:

(Firm Name)
By: _____
(Authorized Officer)

Dated: _____

Approved by the City Council of the City of Edgewater at a meeting held on this _____ day of _____, 2017 under Agenda Item No. _____.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

State of _____)

City of _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2017, by _____, who is personally known to me to be the _____ for the Firm, OR who produced the following identification: _____.

Notary Public

My Commission Expires: _____

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

<u>% Completed</u>	<u>Project</u>	<u>Contract Amount</u>
		\$ _____
		\$ _____
		\$ _____

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? Yes No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

Yes No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ _____ **Total Fees for work done on all City projects**

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

- Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.
- Partnership/Years in Business: _____
- Sole Proprietorship/Years in Business: _____
- Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

DECLARATION STATEMENT

City of Edgewater
104 N. Riverside Dr.
Edgewater, FL 32132

RE: RFP NO. 17-LS-015 - “WHISTLE STOP PARK IMPROVEMENTS” for City of Edgewater”

Dear Mayor and Council Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this bid or in the contract to which this bid pertains, and that this bid is made without connection or arrangement with any other person and this bid is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of bids, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the bid pertains.

The Proposer puts forth and agrees, if this bid is accepted, to execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City, for the performance of all requirements to which the bid pertains. The Proposer states that the bid is based upon the bid documents listed by **RFP #17-LS-015**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day of _____, 20__ in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

=====

- | | |
|--|--|
| <p><input checked="" type="checkbox"/> 1. Worker's Compensation</p> | <p>Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.</p> |
| <p><input checked="" type="checkbox"/> 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.</p> | <p><u>Bodily Injury & Property Damage</u></p> <p><u>\$1,000,000</u> single limit per occurrence</p> |
| <p><input checked="" type="checkbox"/> 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Edgewater, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.</p> | |

This section does not pertain to any incident arising from the sole negligence of the City of Edgewater.

- | | |
|---|--|
| <p><input checked="" type="checkbox"/> 4. Automobile Liability</p> | <p><u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included</p> |
| <p><input type="checkbox"/> 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage</p> | <p>\$ 1,000,000 Per Occurrence</p> |
| <p><input type="checkbox"/> 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.</p> | |
| <p><input checked="" type="checkbox"/> 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions.</p> | |
| <p><input checked="" type="checkbox"/> 8. The City of Edgewater must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability where required.</p> | |

INSURANCE REQUIREMENTS

(Continued)

9. The City of Edgewater shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Edgewater
Edgewater, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

10. **Thirty (30) Days Cancellation Notice** required.

11. The Certificate must state the **RFP** Number and Name.

=====

PROPOSER’S AND INSURANCE AGENT’S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer’s Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in 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 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 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 so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

- YES**
- NO**

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

He/she is _____ of _____, Proposer that has submitted the attached Proposal;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF EDGEWATER.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Subscribed and sworn to before me this _____ day of _____, 20____.

Title

My Commission Expires: _____

**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 Edgewater

by _____

(Print Individual's Name and Title)

for _____

(Print Name of Entity Submitting Sworn Statement)

whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

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 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, nonjury 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 of any natural person who is active in the management of the entity and who has been convicted of a public 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 provisions 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, and agents who are active in management of an entity, nor any affiliates 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, and agents who are active in management of an 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, and agents who are active in management of an 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 A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn and subscribed before me this _____ day of _____, 2017.

Personally known _____

(Notary)

OR produced identification _____

Notary Public State of _____

My commission expires: _____

(Type of Identification)

VENDOR INFORMATION

Vendor is:

() Corporation

() Partnership

() Sole Proprietorship

() Other _____(Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

**Request for Taxpayer
 Identification Number and Certification**

**Give Form to the
 requester. Do not
 send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

C Corporation S Corporation Partnership Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) _____
 Requestor's name and address (optional) _____

6 City, state, and ZIP code _____

7 List account number(s) here (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
OR								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



PUBLIC ACT 2016-20 PUBLIC RECORDS REQUIREMENTS

RECORDS / AUDITS

The City of Edgewater is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City Clerk. The Contractor agrees to make available to the City Clerk, during normal business hours and in Volusia County, all books of account, reports and records relating to this contract.

PUBLIC RECORDS CUSTODIAN

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

**CITY CLERK'S OFFICE
CITY OF EDGEWATER
104 N. RIVERSIDE DRIVE
EDGEWATER, FL 32132
(386)424-2400 X 1102
CITYCLERK@CITYOFEDGEWATER.ORG**

Signature acknowledges receipt and understanding of this form.

Name/Title

Date

TOTAL PRICE PROPSAL FORM

ITB 17-LS-015 – Whistle Stop Park Improvements

The detailed price breakdown (Bid Sheet – Attachment “A”) must be included as a part of this form.

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work sight.

Therefore, the undersigned, Hereinafter called “Proposer” hereby certifies that he/she has familiarized himself/herself with the extend of the work, and having examined carefully the scope of services herein, propose to furnish all labor, materials, and services without exception, for the **Whistle Stop Park Improvements**.

Total Price Proposal Amount in Figures: _____

Total Price Proposal Amount in Words: _____

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT, AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE BELOW ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

It is the Bidder’s sole responsibility to confirm that all addenda have been received prior to submitting a bid for this project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____

Attached hereto is a cashier's check on the _____

Bank of _____

or Bid Bond for the sum of _____ Dollars

(_____), made payable to _____ (Owner).

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Date

Cut and use this label for Bid Package

CITY OF EDGEWATER
CITY CLERK
104 N. RIVERSIDE DRIVE
EDGEWATER, FL 32132

17-LS-015

Whistle Stop Park Improvements

OPENING DATE/TIME:
October 17, 2017 by 3:00 p.m.

ATTACHMENT "A"
BID SHEET

WHISTLE STOP PARK IMPROVEMENTS

Bid Sheet

ITEM #	DESCRIPTION	QTY	UNIT	PRICE/UNIT	PRICE
General					
1	Mobilization/ Demobilization	1	LS		\$ -
2	Construction Survey & As-Built Survey	1	LS		\$ -
3	Environmental Compliance	1	LS		\$ -
Earthwork					
4	Clearing, Grubbing and Hauling	1	LS		\$ -
5	Demolition and Hauling	1	LS		\$ -
6	Grading and Compaction	1	LS		\$ -
7	Fill	1,000	CY		\$ -
Stormwater					
8	18" RCP	1,250	LF		\$ -
9	24" RCP	660	LF		\$ -
10	Mitered End Section	8	EA		\$ -
11	Type C Storm Inlet (Modified)	4	EA		\$ -
12	Type C Storm Inlet	1	EA		\$ -
13	Curb Inlet Type 3	9	EA		\$ -
14	Curb Inlet Type 4	14	EA		\$ -
15	Inline Drain	4	EA		\$ -
16	15" PVC	157	LF		\$ -
17	Rubble Riprap, Ditch Lining	46.9	TN		\$ -
Hardscape					
18	Concrete Trailway & Sidewalk (10' Width)	3,057	LF		\$ -
19	Sidewalk at Farmers Market (12' Width)	340	LF		\$ -
20	Concrete Sidewalk (5' Width)	964	LF		\$ -
21	Coquina Concrete at Promenade & Flagpole	7,940	SF		\$ -
22	Type "F" Curb	4,350	LF		\$ -
23	Asphalt Parking & Roadway	6,900	SY		\$ -
24	Parking Stops	75	EA		\$ -
25	Event Patio	760	SF		\$ -
26	Signage	1	LS		\$ -
27	Striping	1	LS		\$ -
28	Entry Gateway	1	LS		\$ -
29	Flag Pole	1	LS		\$ -
30	Entrance Signs	2	EA		\$ -
31	Shade Structures	4	EA		\$ -
New Restroom Building with Splashpark Pump Room					
32	New Building (1,040 sq ft; incl. electrical & plumbing)	1	LS		\$ -
33	Add Alternate - Substitute Aluminum Roof for Shingled Roof	1	LS		\$ -
34	Building, Pavilion, Playground and Splash Park Water Connections	1	LS		\$ -
35	Pre-Packaged Lift Station	1	LS		\$ -
36	6" Gravity Sewer to Lift Station	175	LF		\$ -
37	2" PVC Force Main	550	LF		\$ -
Renovation of Existing Restroom					
38	Renovation Existing Restroom (1,152 sq ft) (incl. electrical & plumbing)	1	LS		\$ -
39	Add Alternate - Substitute Aluminum Roof for Shingled Roof	1	LS		\$ -
Splashpark					
40	Splash Park	1	LS		\$ -
41	Splash Park Concrete Deck	4,700	SF		\$ -
42	Splash Park Fencing	375	LF		\$ -
43	Shower Tower, Shower Pad & Plumbing	1	LS		\$ -
Playground					
44	Playground Equipment & Soft Surfacing	1	LS		\$ -
45	Playground Fencing	300	LF		\$ -
46	Playground Shade Structure	1	EA		\$ -
Sports Facilities					
47	Skate Park	7,700	SF		\$ -
48	Tennis Courts (includes fencing and nets)	2	EA		\$ -
49	Raquetball Courts (Includes fencing)	1	EA		\$ -
50	Basketball Court (Includes goals)	1	LS		\$ -
51	Volleyball Court (Includes sand, net and lines)	1	LS		\$ -
52	Dog Park	1	LS		\$ -
53	Lifetrail© Advanced Wellness System - 3 Stations	1	LS		\$ -
54	Baseball Field Fencing	1,100	LF		\$ -
Amenities					
55	Pavilion	1	EA		\$ -
56	Picnic Tables	6	EA		\$ -
57	Benches (6')	32	EA		\$ -
58	Trash Receptacles	10	EA		\$ -
Lighting & Electrical					
59	Lighting, Electrical Distribution & Service Connections	1	LS		\$ -
Utilities					
60	6" PVC Water Main	650	LF		\$ -
61	6" X 6" Tapping Sleeve	1	EA		\$ -
62	16" X 6" Tapping Sleeve and Valve	1	EA		\$ -
63	6" Gate Valve	2	EA		\$ -
64	3/4" Water Service to Dog Park and Storage Shed	1	LS		\$ -
65	Reroute 6" Water Line	1	LS		\$ -
66	Remove Existing Fire hydrant and Install 6" Cap	1	LS		\$ -
67	Fire Hydrant Assembly	1	EA		\$ -
Landscaping					
68	Landscaping	1	LS		\$ -
69	Sodding	31,700	SY		\$ -
70	Irrigation	1	LS		\$ -
71	Mitigation Planting	1	LS		\$ -
TOTAL					\$ -

EXHIBIT "A"

TECHNICAL SPECIFICATIONS

Technical Specifications can be found via this website:
<https://tinyurl.com/17-LS-015-Exhibit-A>

EXHIBIT “B” CONSTRUCTION PLANS

Technical Specifications can be found via this website:
<https://tinyurl.com/17-LS-015-Exhibit-B>

EXHIBIT "C" GEOTECH REPORT

Geotech Report can be found via this website:
<https://tinyurl.com/17-LS-015-Exhibit-C>