

WINTER HAVEN

The Chain of Lakes City

July 28, 2010

INVITATION TO BID ITB-10-56

Sealed Bids marked "**SEALED BID – C.O.L.A. Building HVAC Replacement**" will be received by the City of Winter Haven until **2:00 P.M., August 18, 2010** at the office of the Procurement Services Division, 401 6th St. SW, Winter Haven, Florida 33880, for the following:

"The Chain of Lakes Achievers' HVAC System Replacement"

Prospective bidders may obtain copies of the Invitation To Bid from the following website:

<http://www.egovlink.com/winterhaven/postings.asp?listtype=BID>

The project specified shall be furnished in accordance with the Invitation To Bid, Specifications, and Terms and Conditions attached hereto and made a part hereof as if fully set forth herein and any other documents prepared for this bid.

A Pre-Bid Conference will be held at 561 Avenue C SE , Winter Haven, FL 33880, at 9:00 AM on August 5, 2010. The conference is intended to answer all questions regarding this Invitation To Bid. A site visit will also be available to all interested applicants during the Pre-Bid Conference. **This will be the only opportunity provided inspect and measure the facility.**

The funding for this project is being provided by the US Department of Housing and Urban Development (HUD) and as such, if awarded the project, the successful bidder must adhere to certain federal regulations, listed below and attached to this ITB:

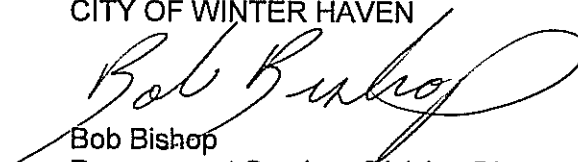
- 1. Federal Labor Standards Provisions.**
- 2. Wage Decision FL080134, Building, 02/12/2010**
- 3. Form WH-347, Weekly Payroll**
- 4. Section 3 Clause, Economic Opportunities for Low and Very-Low Income Persons**

Questions concerning this bid must be submitted in writing on or before 3:00 p.m., August 11, 2010 to Kim Hansell at khansell@mywinterhaven.com or by fax at 863.297.3090. Questions received after this time may will not be answered.

For additional information, contact Kim Hansell by telephone at 863.298.5470 or email at khansell@mywinterhaven.com.

The City of Winter Haven reserves the right to reject any and all bids, to waive informalities, to re-advertise, and to enter into a contract determined to be in its best interest, in accordance with the Terms and Conditions referenced herein above.

CITY OF WINTER HAVEN



Bob Bishop
Procurement Services Division Director

**Design- Build HVAC System
COLA Building
561 Ave C SE**

Scope of work:

It is the intent of the following specification to describe the **minimum** requirements to provide all load calculations, design, material, labor, equipment and supervision necessary to install a new high efficiency HVAC system to replace the current unit at the above facility. The selected contractor will be a licensed HVAC contractor in the State of Florida and comply with all current industry standards and building codes. Installation will include all HVAC equipment, necessary duct work, any required support systems, and any and all other equipment not specifically identified, to provide a properly functioning HVAC system. It is the desire of the City to replace the HVAC system with equipment of the same basic configuration to keep structure modifications to a minimum. The structure is approximately 3200 square feet consisting of multiple classrooms and office space.

The City will provide all electrical labor and supplies required for installation. Removing and installing new equipment will be the responsibility of the selected contractor. The City will waive all permit fees.

Specifications:

Design a new HVAC system meeting current Florida energy efficiency codes and any and all other applicable building codes and industry standards to replace the original system and eliminate the wall packs and window units currently in use. Existing duct and equipment may be re-used where possible; if reused, compliance with current codes and standards is required.

Warranty:

Selected contractor will provide a minimum 1 year full parts and labor warranty and manufacturer's full equipment warranty.

Submittals:

Submit load calculations, HVAC design (equipment requirements, duct work, location and number of supply drops and returns, etc.) and manufacturer's warranty information.

1. GENERAL CONDITIONS:

Bidders are required to submit their proposals subject to and upon the following express conditions:

- A. Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents, visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- B. These Terms and Conditions and any contract documents related hereto are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- C. It shall be understood and agreed that by the submission of a proposal, the Bidder, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- D. It is the intent of the City of Winter Haven that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Procurement Services Division at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this Invitation to Bid to a single source. Such notification must be received in writing by the Procurement Services Division not later than ten (10) days prior to the bid opening date.
- E. Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the Bid. The City may request proof of such licensure. Bidders shall also obtain all permits required for this project.
- F. Bidder/Contractor shall hold harmless, indemnify, and defend the City, its officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, cost or expense of whatever kind (including, but not by way of limitation, attorney's fees and court costs) arising out of or incidental to Bidder/Contractor's performance of this contract. Other specific references to the Bidder/Contractor's duty to indemnify and hold harmless the City, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section.
- G. The City shall be entitled to rely on the written representations of the Bidder. No claims shall be paid by the City unless in writing and approved by the City. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the City.

2. DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- A. The term "CITY" shall mean the City of Winter Haven, Florida or its authorized representative.
- B. The term "CONTRACT DOCUMENTS" shall mean the Invitation to Bid, Terms and Conditions, Construction Agreement, Contract Bond, Special Provisions, Specifications, Technical Specifications, Proposal and Bid Form, Engineering Plans or Drawings prepared for this project, Addenda issued during the bidding period, and Change Orders issued after the Contract is let.
- C. The term "BIDDER" shall mean the person, firm or corporation who proposes to furnish the labor, materials, plant, equipment, plans and supervision to complete the project.
- D. The term "CONTRACTOR" shall mean the successful bidder who enters into a Contract with the City to complete the project.
- E. The term "SUB-CONTRACTOR" shall mean an individual, firm, company, corporation, association, society or group which enters into a contract with the Contractor to do a portion of the work on this project.
- F. The term "CONTRACT" shall mean the Contract executed by the City and the Contractor, and shall include all Contract Documents.

3. **INTERPRETATIONS OR ADDENDA: Products/Services-**

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof--to include any error, omission, discrepancy or vagueness. Every request for such an interpretation shall be made in writing to the City Procurement Services Manager. Any inquiry received a reasonable amount of time prior to the date fixed for opening of Bids will be given consideration. Where necessary, interpretations made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the City Procurement Services Manager for a reasonable period of time at the discretion of the City before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents. The City shall not be responsible for the safe delivery of the Addenda. It shall be the Bidders' responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether received or not.

4. **MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:**

Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with their proposal descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The bidder shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the City.

Alternate bids will not be considered unless alternate bids are specifically required by the technical specifications. (For purposes of these Terms and Conditions, Alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the Invitation to Bid.)

5. **SAMPLES:**

Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the Bidder's expense. Each individual sample must be labeled with Bidder's name, manufacturer's name brand name and number, bid number and item reference. Unsuccessful Bidders can reclaim samples upon payment of postage, delivery, or pick-up charges, if any. Successful Bidder's samples shall remain with the City until performance under the contract has been completed. If forwarding instructions, or pick-up, is not made by Bidder within ninety (90) days of the bid opening, the commodities shall be disposed of by the City.

6. **BID PROTEST:**

Any bidder wanting to file a bid protest with respect to a recommended award of any formal bid shall do so by filing a written protest. The written protest must be in the possession of the City Procurement Services Office within seven (7) calendar days after the mailing of the recommendation of award. A copy of the recommendation of award will be sent to each bidder.

NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE CITY OF WINTER HAVEN, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS.

7. **PROPOSALS**

The Bid must contain a manual signature of an authorized representative of Bidder in the space provided on the proposal form.

Each Bidder shall be responsible for the accuracy of his proposal. Bidders cannot obtain relief by pleading that it made an error in its bid.

Bid and a non-collusion affidavit shall be submitted on forms furnished by the City and completed by the Bidder without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form shall be rejected. Bids must be typed or printed in ink. All corrections made by Bidder to their bid must be initialed. Each Bidder shall deliver its sealed proposal to the Procurement Services Division office at the location specified on the Invitation To Bid, in an envelope bearing the name of the Bidder, the name of the bid and the time and date of the bid opening. It is the Bidder's responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth herein, may not be considered. **The official time shall be the time that is displayed on the Procurement Services Managers' wall telephone.** The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.

Telegraph, telephone, or facsimile (FAX) bids will not be considered. Bids, however, may be modified, in writing, provided such modification is received by the Procurement Services Division

prior to the time and date set for the bid opening. Each Bidder shall be solely responsible for the costs associated with preparation and submittal of its bid.

BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING WILL NOT BE CONSIDERED.

8. PRICES, TERMS, AND PAYMENT:

Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the City.

A. Taxes: (For purchase of products only)

Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.

B. Discounts:

Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) days for payment.

C. Mistakes; Inaccuracies; Incomplete Information:

Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

In the procurement of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern. The City shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.

The City reserves the right to contact bidders, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the City reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the City that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

D. Safety Standards:

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of federal, state, and local law, including, but not limited to the Occupational Safety and Health Act and regulations or standards thereunder.

E. Invoicing and Payment:

The Contractor shall be paid upon submission of proper invoices to the City at the prices stipulated in the contract at the time the order is placed, after delivery and acceptance of the goods,

the ability of the Bidder to perform its obligations under the Contract; and the Bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City that the Bidder is qualified to carry out properly the terms of the Contract.

13. **AWARD OF CONTRACT:**

If any Contract is awarded, it will be awarded to the lowest responsive and responsible Bidder whose bid is the most advantageous to the City, price and other factors considered, to include delivery date promised, past performance history, and any other factor which the City may deem necessary.

The City reserves the right to award contract(s) to more than one Bidder, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the City's best interest.

The Bidder may qualify its bid for acceptance by the City on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited. Bidders are hereby notified that a bid submitted on a "All or None" basis is at risk for rejection in instances where the City may deem it necessary to split or divide a project as set forth herein. Bidders shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid.

A Written award of acceptance or a signed Purchase Order mailed or otherwise furnished to the successful Bidder results in a binding contract without further action by either party. The signed Purchase Order authorizes the Bidder to submit the product(s).

LOCAL PREFERENCE ORDINANCE

THE CITY OF WINTER HAVEN, FLORIDA HAS ENACTED ORDINANCE NO. O-10-17, RELATING TO A POLICY OF LOCAL PREFERENCE IN CONJUNCTION WITH THE PURCHASE OF GOODS AND SERVICES;

Where competitive bids are received for the purchase, or contract for, personal property or contractual service, the city commission, city manager or purchasing agent may give local preference to local vendors as defined herein and shall implement such policy in the following manner:

Except as exempted in the ordinance, local vendors, defined as any business having a physical location within the City of Winter Haven's utility service area at which employees are located and from which business is regularly transacted, shall be given preference in the procurement of goods and services when bids are sought as follows:

When bids are received and the lowest bid price does not exceed \$15,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 6% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

When bids are received and the lowest bid price does not exceed \$25,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 5% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

When bids are received and the lowest bid price does not exceed \$50,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 4% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

When bids are received and the lowest bid price does not exceed \$150,000.00 and the vendor offering the low bid is located outside the City limits of Winter Haven, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 3% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

When bids are received and the lowest bid price does not exceed \$250,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 2% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

When bids are received and the lowest bid price exceeds \$250,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 1% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City.

The provisions of this ordinance shall not apply to the procurement of goods and services by the City of Winter Haven involving the following entities and/or situations as follows:

1. Purchase and or sale of real property,
2. Bids for contracts that are being funded by an outside source or agency that does not allow for a local preference, or that stipulates the award criteria,
3. Proposals related to Florida Statute 287.055 (Consultants Competitive Negotiation Act).
4. The purchase of personal property to the extent governed by Florida Statute 287.084.
5. Any other purchases that are determined by the City to be exempt from the local preference policy established herein.

14. **PERFORMANCE:**

Contractor shall keep the Procurement Services Manager advised at all times of status of order. Default in promised delivery of supplies, completion of project , or failure to meet specifications authorizes the City to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice, and to purchase supplies/services elsewhere, and charge full increase of cost and handling to defaulting Contractor.

The Contract shall not be terminated nor the Contractor charged with liquidated damages (if otherwise provided for in the contract documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the City, fires, floods, epidemics, strikes, (with which the Contractor has no direct connections), and unusually severe weather. The Contractor shall, within ten (10) calendar days from the beginning of such delay, notify the City, in writing, of the cause for the delay. If, in the opinion of the City, the failure of Contractor to perform the conditions of this contract is occasioned by or is the result of acts or events over which the Contractor has no control, said delay in performance may be excused.

The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead its want of knowledge of said contingent work as an excuse for delay in its work or for the non-performance thereof.

Any violation in performance may result in (1) Supplier/Contractor's name being removed from the bidder's lists; (2) all City departments being advised not to do business with the Supplier/Contractor without written approval from the Procurement Services Division.

15. **SERVICE AND WARRANTY:**

Unless otherwise specified, the Bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

16. **INSPECTION, ACCEPTANCE AND TITLE:**

Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency.

17. **GOVERNMENTAL RESTRICTIONS:**

In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the contractor to notify the Procurement Services Division immediately after learning of such restriction, including indicating in writing the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

18. **PRICE AND ADJUSTMENTS:**

Any price decrease effectuated during the Contract period, either by reason of market change or on the part of the Contractor to other customers, shall be passed on to the City.

19. **EQUAL EMPLOYMENT OPPORTUNITY:**

No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the City, it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status, and will submit such reports as the City may thereafter require to assure compliance.

20. **OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):**

In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this bid, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: City of Winter Haven, Human Resources Division, P.O. Box 2277, Winter Haven, Florida 33883-2277.

The MSDS shall be maintained by the City and must include the following information:

- A. The Division/Department to which the material was shipped.
- B. The chemical name and the common name of the toxic substance.
- C. The hazards or other risks in the use of the toxic substance, including:
 1. The potential for fire, explosion, corrosivity, and reactivity;
 2. The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and
 3. The primary routes of entry and symptoms of overexposure.
- D. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- E. The emergency procedures for spills, fire, disposal, and first aid.
- F. A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.
- G. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

21. **TIE BIDS:**

Whenever two or more bids which are equal with respect to price, quality, and service are received, preference will be given in the award process to the bidder, that certifies it has implemented a drug-free work place program in accordance with Florida Statutes 287.087. The necessary certification form (DFW-1) is available from the City of Winter Haven - Procurement Services Office, Post Office Box 2277, Winter Haven, Florida 33883 (863.291.5664).

22. **GOVERNING LAW:**

Any contract entered into pursuant to this bid shall be construed in accordance with the Laws of the State of Florida. Venue for any action or proceeding shall be in the Courts of Polk County, Florida.

NOTICE

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 construction or repair of a public building or public work, may not submit bids on leases of real property to 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 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 vendor list.

CONSTRUCTION-RELATED CLAUSES

The Construction-Related Clauses shall apply to all work done on this project by either the Contractor or by any Sub-Contractor engaged to do a portion of the work. The Contractor shall supply each of its Sub-Contractors with a copy of all of the Terms and Conditions and all other contract documents.

If either the Contractor or its project superintendent discovers any error, omission, or vagueness in the Contract Documents, it shall report this discovery to the City immediately upon learning of same. Work done after such a discovery and before the City corrects the error, omission, or vagueness shall be at the Contractor's risk.

23. **USE OF SEPARATE BID FORMS:**

The Contract Documents include two (2) complete sets of Proposal and Bid Forms. Both sets are to be submitted to the City, with prices filled in and executed, for bid evaluation purposes.

UNIT PRICES:

The unit prices for each of the several items in the proposal of each Bidder shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as non-responsive. The special attention of all Bidders is called to this provision for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five (25%) percent for work not covered in the Drawings and Technical Specifications.

24. **SALES TAX SAVINGS PROCEDURE / OWNER DIRECT PURCHASES:**

This procedure will be in accordance with Florida Administrative Code 12A-1.094 Public Works Contracts, and Florida Statute 212.08(6).

The **City** reserves the right to purchase all equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major equipment, materials, and supplies. When the **City** exercises this option the following procedures shall be used for ordering, receiving, and paying for the component(s) selected.

BID PRICES

The bid must include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

ORDERING

The **City** may exercise its right to direct purchase any component of the bid in order to save the sales tax on the selected component, which may include equipment, materials, and supplies contained within the bid. The items selected will then be purchased directly from the vendors that the contractor used to submit their bid to the **City** and therefore made a part of the construction contract executed with the **City**. The **Contractor** shall fully cooperate with the **City**, providing

information for the preparation of purchase orders for these direct purchases, monitoring deliveries, and approving invoices.

Following receipt of a sales tax savings form from the contractor, the **City** will issue a purchase order to the material supplier for the component selected for owner direct purchase (OPD). The purchase order will be sent to the **Contractor**, who shall verify that the order was issued correctly, and if so, send to the material supplier. A separate form shall be used for each item or group of items selected for ODP.

The contract will be reduced by the amount of all construction materials plus taxes selected by the City, for direct purchase.

EXPEDITING

The **Contractor** shall be responsible for expediting delivery to ensure that material is received on time to maintain the construction schedule.

RECEIPT

The **Contractor** shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the project. The **Contractor** and subcontractors shall be responsible for the safe care, custody and control of all materials.

BILLINGS/PAYMENTS

All ODP's shall be billed to the **City** in care of the **Contractor**.

The **Contractor** shall check all invoices for accuracy and completeness when received. The **Contractor** shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.

Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms and all discounts shall accrue to the **City**.

The **Contractor** shall prepare a direct purchase report for the **City** upon submittal of each pay request.

OTHER CONSIDERATIONS

The **City** shall have title to all items of which any payment has been made under these provisions.

The **City** shall have the assumption of the risk of damage or loss at the time of the purchase.

The selection of ODP for any item(s) contained within the bid does not relieve the **Contractor** from liability for that item as it may related to the quantity ordered, the maintenance and care of the item when delivered, or the installation or incorporation of the item in the work to be performed in accordance with the contract documents.

The **City** shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with these provisions.

25. INSPECTION

- A. For the City, the Contractor shall provide facilities for safe and convenient access to any completed work, work-in-progress, and preparation for work to be done.
- B. The City shall examine the work to assure its conformity with the Contract Documents, including Plans, Specifications, and requirements. The City will assist the Contractor in correctly interpreting the Plans, Specifications, and other Contract Documents, but this assistance will not require that the City give early notice of rejection of work or materials.

The examination and/or assistance by the City shall not relieve the Contractor of the Contractor's responsibility of any actions it may take or neglect by Contractor or its Sub-Contractors in performing the work.

- 1. The City will not be responsible for Contractor's means, methods, techniques, sequences of starting, stopping, or resuming work, or procedures of construction, or the safety precautions and programs incident thereto, and the City will not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.
 - 2. The City will not be responsible for the acts or omissions of Contractor or any Sub-Contractors, or any of Contractor's agents or employees.
 - 3. Neither the City's authority to act under these Contract Documents, nor any decision made by the City in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the City to Contractor, any Sub-Contractor, any materialman, fabricator, supplier or any of their agents, or employees or any other person performing any of the work.
- C. The City shall retain authority to make a final decision in any matter which involves interpretation of Plans and other Contract Documents, including: quality and quantities of materials used, construction and progress of work, work completed and estimates.
 - D. If the City finds any materials or work faulty, it shall so inform the Contractor; the Contractor shall replace, at its expense, and as soon as possible, said faulty materials or work. If the Contractor does not replace the faulty materials or work within a reasonable length of time, the City may stop the work, furnish materials and men to replace the faulty work, and deduct the expense incurred by the City from the amount due, or which will become due the Contractor.
 - E. The City may reinspect work which has been passed and it shall be permitted to reject faulty work which existed but was not apparent at the time of a previous inspection.
 - F. The City may order the Contractor to uncover work which has been covered without the consent of the City. The Contractor shall bear the expense of the extra work. The City may order the Contractor to uncover work which has been covered with the consent of the City. If the questioned work is found to be without fault, the Contractor may charge the

City for this extra work; if the questioned work is found faulty, the Contractor shall bear the expense of the extra work.

26. SUPERVISION:

The Contractor shall maintain a competent superintendent, who fulfills the City's requirements, on this project at any time work is in progress and furnish efficient and skilled supervision of all work. The Contractor may change project superintendents only if the change is approved by the City or if the Contractor discharges the project superintendent for cause. If the Contractor is not present, the City shall be permitted to consider the project superintendent the Contractor's agent; and the City shall consider instructions given to the superintendent as binding as instructions given to the Contractor.

27. ACCIDENT PREVENTION:

- A. No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- B. The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. Machinery, equipment and all hazards shall be guarded in accordance with safety provisions to the extent that such provisions are not in conflict with applicable laws.
- C. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with these reports.

28. CHANGES IN THE WORK:

The City, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the Procurement Services Manager in a manner consistent with contract documents.

The price and the time for performance may be changed only by Change Order Notice.

By written instructions to the Contractor, the City may make minor changes in the work which are consistent with the purpose of the work and which do not change the contract price or time for completion.

The Procurement Services Division is to be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Order Notice issued and signed by the Procurement Services Manager.

29. CLAIMS FOR EXTRA PAY:

If the City issues written instructions which the Contractor believes will involve extra work and cost, the Contractor may assert a claim for extra cost only if it gives written notice to the City Procurement Services Manager immediately after it receives the instructions and before it complies with those instructions. **The Contractor may assert a claim for extra cost without advance written notice only if immediate compliance with the instructions given by the City is necessary to meet an emergency which endangers life or property.** If the Contractor asserts a claim for extra pay, the City may cancel the instructions and deny the claim or follow the procedure described in clause 26, "CHANGES IN THE WORK". The cost or credit to the City from a change in the work shall be determined from price information in the Bid Form, or by a lump sum price agreement with the Contractor, or a price based on the Contractor's cost for labor, materials, equipment, supervision, and insurance plus fifteen (15) percent for profit and overhead, or as the parties otherwise agree.

30. **FITTING AND COORDINATION OF THE WORK:**

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, Sub-Contractors, or materialmen engaged upon this Contract. The Contractor shall be prepared to guarantee to each of its Sub-Contractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

31. **SUB-CONTRACTING:**

Nothing in the Bid Documents shall be construed to create a contractual relationship between the City and a Sub-Contractor doing a portion of the work on this project, nor shall it create any obligation on the part of the City to pay or see to the payment of any moneys due any such sub-Contractor. The City shall hold the Contractor responsible for the work done by any of its Sub-Contractors. For any portion of the work to be sub-contracted, a list of the Sub-Contractors shall be furnished to the Procurement Services Manager prior to the commencing of this project(s).

32. **MUTUAL RESPONSIBILITY OF CONTRACTORS:**

If, through acts or neglect on the part of the Contractor, any other Contractor or any Sub-Contractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Sub-Contractor by agreement or arbitration, if such other Contractor or Sub-Contractor will so settle. If such other Contractor or Sub-Contractor shall assert any claim against the City on account of any damage alleged to have been so sustained, the City will notify this Contractor, who shall defend at Contractor's own expense any suit based upon such claim, and, if any judgment or claims against the City shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all attorney's fees, costs, and expenses in connection therewith.

33. **LINES AND GRADES:**

The City shall establish a base line and a bench mark at each location of any separate portion of this project. The Contractor shall reference all base lines, bench marks, and property monuments and re-establish in their original state any which are disturbed during work on this project. The Contractor shall verify in the field all base lines, elevations, and dimensions shown on the plans, report any error, omission, or discrepancy it discovers, and assume full responsibility for its grades.

34. **ASSIGNMENT OR NOVATION:**

The Contractor shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions, of payments due to Contractor, may be made without the consent of the City.

35. **OTHER CONTRACTS:**

The City may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling its own work with that to be performed under other Contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled, on this project or any other project.

36. **WARRANTY OF TITLE:**

The Contractor shall not incorporate in the work of this project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a Vendor to retain an interest. The Contractor shall warrant clear title to all materials and equipment it has incorporated in the work; and when it has completed the project, Contractor shall deliver to the City the premises and the improvements it has incorporated free of any lien or claim. **The provisions of this section shall be included in all contracts with Vendors and Sub-Contractors.** Vendors who furnish materials without a formal contract shall be given notice, by Contractor, that this provision exists.

37. **PATENT INFRINGEMENT:**

The Contractor shall protect and indemnify the City, its officers, its agents, and its employees and hold all free of liability and unharmed by any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system in the work of this project.

38. **SHOP DRAWINGS:**

Where a portion of this project requires the use of shop drawings, the Contractor shall submit four copies of these drawings and a schedule of the required work to the City. The City shall review these drawings promptly and note any corrections required to meet the intent of the plans and specifications. The Contractor shall make the noted revisions and submit four copies of the revised drawings to the City. The City's approval of the shop drawings shall not relieve the Contractor of its responsibility for any error in the shop drawings and any deviation from the plans and specifications.

39. **PLANS AND SPECIFICATIONS:**

The City shall furnish the Contractor one set of the plans and specifications when the City notifies the Contractor to begin work. The Contractor shall keep this set available at the project site at all times. If the Contractor wants more than one set of plans and specifications, it may obtain these if he pays the cost of reproduction.

The original plans and specifications, and any copies of these plans and specifications the City furnishes the Contractor, shall remain the property of the City. They shall not be used on work other than this project. The City may ask the Contractor to return all copies of the plans and

specifications when the work is completed. The Contractor shall coordinate the requirements of the plans, specifications, and all other Contract Documents prepared for this project.

40. **SUB-SURFACE DATA:**

The City does not guarantee the accuracy of the sub-surface data shown on the plans. Where it will influence its execution of the Contract, the Contractor shall, with its own resources, verify ground water elevations, soil conditions, wetland jurisdictional boundary, the location of underground structures, sewers, water pipes, gas lines, telephone cables, electric cables, and conduits.

41. **FACILITIES, MATERIALS, AND EMPLOYEES:**

Unless it is otherwise stipulated in the Contract Documents, Contractor shall be responsible for supervision, electric power, water and any other facilities required to complete this project.

The Contractor shall incorporate in the work of this project only materials, equipment, and methods which conform to applicable City specifications.

Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the City shall decide the question of equality.

The Contractor shall furnish to the City for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval, as required, full information concerning all other materials or articles which it proposes to incorporate in the work.

Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation to Bid, except as limited to type, class or grade, or modified in such reference. The Standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

The Contractor shall use only employees with skills at least equal to the requirements of their work assignment on this project.

42. **TESTS AND INSPECTIONS OF MATERIALS AND EQUIPMENT:**

Unless it is otherwise stipulated in the Invitation to Bid, Terms and Conditions, or Special Provisions, if any, the tests and inspections of materials and equipment incorporated in the work of this project shall be made at the Contractor's expense by independent laboratories and agencies approved by the City.

The Contractor shall instruct any laboratory or agency making required tests to furnish the City with a copy of the report made on each test and inspection.

43. **PROTECTION OF WORK, MATERIALS, PROPERTY, AND THE PUBLIC:**

The Contractor shall protect the work of this project and the stored materials not yet incorporated in the work, on site or off site, from injury, damage, and loss. The Contractor shall protect and save from damage all public and private property adjacent to the project site. The Contractor shall guard all excavations by appropriate means; and shall protect the public from hazard. Receipt of progress payment(s) shall not affect the obligations of the contractor under this provision.

44. **PROTECTION OF MONUMENTS:**

The Contractor shall protect and save from damage or movement all survey monuments, permanent reference monuments, property monuments, reference points, and bench marks. If the work demands the temporary removal of such a monument, point, or bench mark, the Contractor shall notify the City who shall reference the monument, point, or bench mark and reset it without cost to the Contractor. If the Contractor damages, moves, or destroys a monument, point, or bench mark, the City may restore such by a registered surveyor at the Contractor's expense and withhold the cost from money otherwise due the Contractor from the City.

45. **USE OF PREMISES:**

The Contractor shall confine its equipment, storage or materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as determined by the City, and shall not unreasonably encumber the site or public right-of-way with its materials and construction equipment.

46. **PROGRESS OF WORK:**

If the Contractor fails to proceed with the diligence required to complete the project within the contract time or within an extension of that time the City may grant, the City may terminate the Contractor's right to proceed with the work by giving it written notice.

If the City terminates the Contractor's right to proceed, the City may choose to proceed with the work, take possession of the materials on the project site, incorporate these materials in the work, and hold the Contractor and its sureties liable for payment of excess costs the City may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of this Contract by Contractor shall constitute an acknowledgment of the Surety's consent to this provision.

If the City does not terminate the Contractor's rights to proceed, the Contractor shall proceed with the work; in this event, it will be impossible to determine the actual damage the delay has caused. In lieu of payment of actual damage, the Contractor and its sureties shall be liable for the payment of the fixed, agreed, and liquidated damages as may be set forth in the Contract Documents for each calendar day of delay beyond the contract time.

47. **REQUESTS FOR SUPPLEMENTARY INFORMATION:**

Whenever verbal/written request for interpretations of Contract Documents are made known at a pre-bid conference for a construction project, these requests shall be answered by way of written Addenda. All Addenda will be sent to each person holding Contract Documents. The City shall not be responsible for the safe delivery of the Addenda. It shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether received or not. It shall be the responsibility of the Contractor to make timely requests of the City for any additional information not already in its possession which should be furnished by the City under the terms of this Contract, and which it will require in the planning and execution of the work. Such request may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various times and the latest date by which each will be required by the Contractor. The first list shall be submitted, within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the City may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this section.

48. **DISPUTES:**

All disputes arising under this Contract or its interpretation, except those disputes covered by FEDERAL LABOR-STANDARD PROVISIONS (if applicable), whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) calendar days of commencement of the dispute be presented by the Contractor to the City for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) calendar days of its commencement, the claim will be considered only for a period commencing ten (10) calendar days prior to the receipt by the City of notice thereof.

The Contractor shall submit in detail its claim and proof thereof. Each decision by the City will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to Contractor's last known address.

If the Contractor does not agree with any decision of the City, it shall in no case allow the dispute to delay the work but shall notify the City promptly that it is proceeding with the work under protest and Contractor may then except the matter in question from the final release.

***** **NOTICE – INSURANCE REQUIREMENTS HAVE CHANGED (08.24.08)** *****

49. **CONTRACTOR PROVIDED INSURANCE**

I. For contracts not exceeding \$500,000.00 dollars the following insurance requirements shall be met:

A. The Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the City (Owner), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, Contractor shall furnish Owner with (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to Owner. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form (ACORD Form 28 or equivalent), or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Contractor shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

1. Workers' Compensation Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$500,000	Each Accident
	\$500,000	Disease-Policy Limit
	\$500,000	Disease-Each Employee

The policy must be endorsed to waive the insurer's right to subrogation against Owner and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover From Others' Endorsement (Advisory Form WC 00 03 13) with Owner and its officials, officers and employees scheduled thereon.

2. General Liability Insurance

Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

Unless the Work under this Contract includes activities which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:

- Architects & engineers professional liability
- Exterior Insulation and Finish Systems (EIFS)

The Owner and the Owner's officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form (CG 20 10), Additional Insured - Owners, Lessees, or Contractors. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence

3. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Occurrence - Bodily Injury and Property Damage
Combined

4. Property Insurance

If this Contract includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to thirty (30) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner. The Owner shall be an insured on this policy. The maximum deductible shall be \$500 per occurrence.

If this contract includes: (1) construction of a new above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), or (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), Flood insurance must also be provided on such new structure(s), addition(s), improvement(s), alteration(s) or repair(s) for the lesser of: (1) the

estimated replacement value at the time of the final acceptance of such new structure(s), addition(s), improvement(s), alteration(s) or repair(s), or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.

- B. The insurance provided by the Contractor and its Subcontractors shall apply on a primary basis. Any insurance maintained by the Owner shall be excess of and shall not contribute with the insurance provided by the Contractor and its Subcontractors. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. The Contractor shall pay on behalf of the Owner or Owner's officials, officers and employees any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officials, officers and employees.
- C. The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers and employees.
- D. Compliance with these insurance requirements shall not limit the liability of the Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Contractor and its Subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the Owner under this Contract or otherwise.
- E. Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by this Contract.

II. For contracts exceeding \$500,000.00 dollars the following insurance requirements shall be met:

A. Evidence of Insurance

Contractor shall not commence work until the Contractor has procured the insurance required under this Article and such insurance has been approved by the City (Owner). The Contractor shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the insurance required by Paragraph II.C, Subparagraphs 1. Workers' Compensation/ Employer's Liability, 2. Commercial General Liability and 3. Business Auto Policy, the Contractor shall furnish the Owner with:
 - a. a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner and Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage;
 - b. the original of the policy(ies); or
 - c. other evidence satisfactory to Owner.

The Certificate of Insurance shall provide that the Owner shall be given no less than forty-five (45) days written notice prior to cancellation.

2. As evidence of compliance with the insurance required by Paragraph II.C. Subparagraph 4. Protection of Owner, the Contractor shall furnish the Owner with:
 - a. a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner and Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage;
 - b. the original of the policy(ies); or
 - c. other evidence satisfactory to Owner.
3. As evidence of compliance with the insurance required by Paragraph II.C. Subparagraph 5. Property Insurance, the Contractor shall furnish the Owner with:
 - a. a fully completed Evidence of Property Insurance (ACORD Form 28 or equivalent) signed by an authorized representative of the insurer(s) providing the coverage;
 - b. a copy of the original policy; or
 - c. other evidence satisfactory to the Owner
4. Until such time as the insurance is no longer required to be maintained by the Contractor, the Contractor shall provide the Owner with renewal or replacement evidence of the insurance in the manner described by Paragraph II.A, Subparagraphs 1. and 2. no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.
5. Notwithstanding the prior submittal of a Certificate of Insurance, if requested by the Owner, the Contractor shall, within thirty (30) days after receipt of a written request from the Owner, provide the Owner with a certified complete copy of the policies of insurance providing the coverage required. Contractor may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the coverage required by Section II C.

B. Qualification of Insurers/Group Self-Insurers

Insurers providing the insurance required by this Section II must meet the following minimum requirements.

1. Such insurers must either be:
 - a. authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida or an eligible surplus lines insurer under Florida Statute 626.918, or,
 - b. with respect only to the coverage required by Paragraph II.C. Subparagraph 1. Workers' Compensation/Employer's Liability, authorized as a group self-insurer pursuant to Florida Statute 440.57 which has been in continuous

operation in the State of Florida for five years or more or authorized as a commercial self-insurance fund pursuant to Florida Statute 624.462 which has been in continuous operation in the State of Florida for five years or more.

2. In addition, such insurers other than those authorized by Florida Statute 440.57, Florida Statute 624.462 or Lloyd's of London shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.
3. If, during the period when an insurer is providing the insurance required by this Contract, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the Contractor has knowledge of any such failure, the Contractor shall immediately notify the Owner' and shall immediately replace the insurance provided by the insurer with an insurer meeting the requirements. Until the Contractor has replaced the unacceptable insurer with an insurer acceptable to the Owner, the Contractor shall be in default of this Contract.

C. Description of Required Insurance

Unless and to the extent Owner has agreed otherwise, without limiting any of the other obligations and liabilities of the Contractor, the Contractor shall, at the Contractor's expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as otherwise specified in this Contract, the insurance shall commence prior to the commencement of work by the Contractor and shall be maintained in force until final completion of the work.

1. Workers' Compensation/Employer's Liability

- a. Contractor's insurance shall cover Contractor (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.
- b. The policy must be endorsed to waive the insurer's right to subrogation against Owner and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover From Others' Endorsement (Advisory Form WC 00 03 13) with Owner and its officials, officers and employees scheduled thereon.
- c. Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers'

(inclusive of any amount provided by an umbrella or excess policy) shall be those amounts specified in the Required Limits of Insurance form (INS 06/01).

2. Commercial General Liability

a. Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

Unless the Work under this Contract includes activities which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:

- Architects & engineers professional liability
- Exterior Insulation and Finish Systems (EIFS)

b. The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Contract shall be the amounts specified in the Required Limits of insurance form (INS 06/01). The amounts specified under Column A of Form INS 06/01 shall be an initial layer of coverage which shall be applicable only to the work performed pursuant to this Contract and shall not be reduced or diminished in any manner by claims resulting from other than work performed pursuant to this Contract. The amounts specified in Column B of Form INS 06/01 shall be the total minimum limits required, including the initial layer specified in Column A.

c. If this Contract includes construction of, or additions to, buildings or structures, the Contractor shall continue to maintain Products/Completed Operations coverage for three years after the final completion of the work.

d. Except with respect to coverage for Property Damage Liability, which may be subject to a maximum deductible of \$500 per occurrence, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible of self-insured retention. The Contractor shall pay on behalf of the Owner or the Owner's officer or employee any such Property Damage Liability deductible applicable to a claim against the Owner or the Owner's official, officer or employee.

3. Business Auto Policy

a. Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the latest occurrence edition of the standard Business

Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office. Coverage shall be included on all owned, non-owned and hired autos used in connection with this Contract.

- b. The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) shall be those amounts specified in the Required Limits of Insurance form (INS 06/01).

4. Protection For Owner

- a. The Contractor shall include the Owner and the Owner's officials, officers and employees as "Additional Insureds" on the Contractor Commercial General Liability coverage required pursuant to Paragraph II C., Subparagraph 2. Commercial General Liability. The coverage afforded such Additional Insureds shall be no more restrictive than that which would be afforded by adding the Owner and the Owner's officials, officers and employees as "Additional Insureds" using the latest Additional Insured - Owners, Lessees or Contractors (ISO Form CG 20 10) and the latest edition of the Additional Insured - Owners, Lessees or Contractors - Completed Operations Endorsement (ISO Form CG 20 37) both as filed for use in the State of Florida by the Insurance Services Office. The Certificate of Insurance on other evidence of insurance shall clearly indicate the use of this alternative.
- b. As an alternative to the coverage required by Paragraph II.C, Subparagraph 4. the Contractor shall, at the Contractor's expense, provide the Owner with Owner's Protective Liability insurance which shall cover the Owner for all sources of liability which would be covered by the latest occurrence edition of the standard Owner's and Contractor's Protective Liability Coverage Form. Coverage for Operations of Designated Contractor (ISO Form CG 0009), (hereinafter OCP Policy) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements.
- c. The Owner shall be the Named Insured on the OCP Policy and, if applicable, the excess policy or policies. The policy or policies shall be endorsed to include the Owner and the Owner's officials, officers and employees as insureds. The policy or policies shall include the Contractor and its Subcontractors of every tier as the contractor designated in the declarations.
- d. The minimum OCP Policy limits per occurrence and, if subject to an aggregate, the annual aggregate to be provided by the Contractor (inclusive of any amounts provided by excess policies) shall be the same as the amounts specified in Column B of the Required Limits of Insurance form (INS 06/01), as the minimum Each Occurrence and General Aggregate limits respectively required for the Commercial General Liability Coverage.
- e. The OCP Policy and, if applicable, the excess policy or policies, must be specifically endorsed to provide the Owner with forty-five (45) days written notice of cancellation, non-renewal or-restriction.

5. Property Insurance

- a. If this Contract includes construction of or additions to above-ground buildings or structures, or the installation of machinery or equipment into an existing structure, the Contractor shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) Property insurance on any such construction, additions, machinery or equipment.
 - b. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such addition(s), building(s), structure(s), machinery or equipment.
 - c. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to forty-five (45) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner.
 - d. The Owner shall be an insured on this policy.
 - e. The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers and employees.
 - f. The maximum deductible for other than Windstorm or Hail shall be \$5,000 per occurrence. The maximum deductible per occurrence for Windstorm or Hail shall be five percent (5%) of the estimated replacement value at the time of the loss of all buildings, structures, additions, machinery and equipment. The Contractor shall pay on behalf of the Owner or the Owner's official, officer or employee any such deductible.
 - g. If this Contract includes construction of or additions to above-ground buildings or structures located within a Special Flood Hazard Area (100 year floodplain), flood insurance must also be provided on such construction or additions for the lesser of: (1) the estimated replacement value at the time of the Owner's final acceptance of such addition(s), building(s), or structure(s) or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.
- D. Contractor's Insurance Primary - The insurance provided by the Contractor shall apply on a primary basis and any other insurance or self-insurance maintained by the Owner or an Owner's official, officer or employee shall be excess of and not contributing with the insurance provided by or on behalf of the Contractor.
- E. Deductible Provisions - Except as otherwise specifically authorized in Paragraph II.C., the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention.
- F. Insurance is Additional Remedy - Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor. Any remedy provided to the Owner or the Owner's officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy (including, but not limited to as an indemnitee of the Contractor) available under this Contract or otherwise.

- G. Insurance on Subcontractors - The Contractor shall require all subcontractors to maintain any and all insurance required by law. However, except to the extent required by law, the Owner has not established minimum insurance requirements for the Contractor's subcontractors
- H. No Waiver By Approval/Disapproval - Neither approval by the Owner nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide the insurance as required by this Contract.

50. INDEMNIFICATION BY CONTRACTOR

- A. The Contractor shall indemnify and hold harmless the City (Owner), and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract.
- B. The remedy provided to an indemnitee by Paragraph A shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- C. The remedy provided to an indemnitee by this Contract shall survive this Contract and shall not be limited in any manner by acceptance, final completion or final payment.
- D. A claim for indemnity pursuant to this Contract shall be commenced within the period established under Florida law for commencement of an action founded on the design, planning or construction of an improvement to real property.

The provisions of this Article are severable and if, for any reason, any one or more of the provisions contained in the Article shall be held by a court of competent jurisdiction to be invalid, illegal, against public policy or unenforceable in any respect, the invalidity, illegality, being against public policy or unenforceability shall not affect any other provision of this Article which shall remain in effect and be construed as if the invalid, illegal, against public policy or unenforceable provision had never been contained in the Article.

51. BID BOND:

Where the bid price does not exceed \$24,999.99, a bidder will not be required to post a bid bond. In cases where the bid price does exceed \$24,999.99, each bid must be accompanied by a certified check, cashier's check or a bid bond in an amount not less than five per-cent (5%) of the base bid, as guarantee that the Bidder will not withdraw from the competition after the opening of the bids, and will, within twenty (20) consecutive calendar days after receipt of written notice of award or a signed Purchase Order, enter into a Contract with the City in accordance with the accepted Proposal. Should the successful Bidder fail to enter into a Contract, the Bid Bond shall be forfeited as liquidated damages.

The City will return the bid guarantees of all bidders except those of the three lowest responsive bidders after the formal bid opening all but that of the accepted Bidder after the accepted Bidder and the City have executed the Contract and that of the accepted Bidder after the City has approved the performance and payment bond.

No proposal or bid will be considered unless accompanied by a bid bond in the amount and form specified.

52. PERFORMANCE AND PAYMENT BOND:

Except for certain utility contracts, where the bid price does not exceed \$24,999.99 a bidder will not be required to post a performance and payment bond.

In cases where the bid price does exceed \$24,999.99 or for utility contracts covered by Florida Statutes Section 180.24, the successful bidder will be required to furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of the contract. The successful bidder will also be required to furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor on the project under the contract and furnishing materials in connection with the contract.

The performance bond and the payment bond may be in one or in separate instruments in accordance with the current applicable law. Subject bonds are due within twenty (20) consecutive calendar days after written notice of award is received by successful Bidder. Subject bonds must also be recorded in the public records of Polk County [per F.S. 255.05(1)(a)] with proof of the recording furnished with the bonds.

BONDING COMPANY'S QUALIFICATIONS:

A. All bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting both of the following specifications:

1. A minimum rating of "A-" or better and Financial Size Category of V according to the A.M. Best Company;
2. Current Certificate of Authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority As Acceptable Sureties on Federal Bonds and As Acceptable Reinsurance Companies" and shall be accepted for an amount not exceeding the underwriting limitations thereon.

All surety companies are subject to approval and may be rejected by the City without cause in the same manner that bids may be rejected.

B. Awards of \$500,000 or less: Bonds shall be written with a surety company meeting the qualifications as set forth in Paragraph A. above, or the qualifications set forth in Section 287.0935, Florida Statutes.

All bid bonds, performance and payment bonds and construction bonds shall be either executed by or countersigned by a licensed resident agent of the surety having its place of business in the State of Florida, and in all ways complying with the applicable laws of the State of Florida. Further, the said surety shall be duly licensed and qualified to do business in the State of Florida.

Power of Attorney: Attorneys-in-fact who sign contract bonds must file with the bond a certified and effectively dated copy of their power of attorney, bearing the raised seal of the surety company.

The failure of the successful bidder to furnish the required bond(s) within twenty (20) consecutive calendar days or within such extended period as the City may grant shall constitute a default, and the City may either award the Contract to the next most responsive and responsible bidder or readvertise for bids, and may charge against the original successful bidder the difference between the amount of his bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by readvertising, the defaulting bidder shall have no claim against the City for a refund.

53. **PAYMENT:**

In cases where the contract price does not exceed \$24,999.99, payment shall be as follows: Payment shall not be due until all work is completed and accepted by the City, and the Contractor has delivered to the City a properly prepared invoice, together with a properly prepared Affidavit of Contractor for Final Payment. No partial payment or progress payment shall be made.

Where the contract price does exceed \$24,999.99, payment shall be as follows: Soon after execution of the construction agreement, and before the first partial payment estimate is presented to the City, the Contractor shall deliver to the City a construction schedule showing the dates it proposes to begin and to complete each portion of the work and its estimate of the payment which will be due Contractor from the City for work completed during each partial payment period.

At the end of each calendar month, the Contractor shall present to the City a partial payment estimate which shows the total contract price and which shows the total amount of work completed on the project site at the end of that month in dollars and as a percentage of the total contract price and which shows the difference between the two amounts in dollars. The City shall review the estimate within fifteen (15) calendar days from receipt of partial payment estimate.

The Contractor may choose to receive partial payment for materials delivered and stored at the project site for incorporation in the work, but not yet incorporated in the work at the time the parties payment estimate is presented to the City. The Contractor shall include in its partial payment estimate an itemized "Materials on project site but not incorporated" and its cost in dollars in the itemized list of work completed at the end of the calendar month. Cost in dollars should be accompanied by invoices showing paid amounts for each material item. It is the Contractor's sole responsibility to secure the project site and procure coverage for loss or theft.

Within twenty (20) calendar days after receipt of partial payment estimate, the City shall make monthly progress payments for percentage of work actually performed under the contract during the preceding calendar month less ten percent (10%) of the total amount due which is to be retained by the City until all work is completed and accepted by the City. Retainage on Final Payment shall be in accordance with last paragraph of this clause. When the City makes this partial payment to the Contractor, the City shall become the owner of all materials, equipment, and work the Contractor has included in its partial payment estimate. This transfer of ownership shall not relieve the Contractor of its sole responsibility to protect all materials, equipment, and work included in its partial payment estimates, to restore any damaged work, and to fulfill all terms of the Contract Documents.

In instances when payment or retainage may otherwise be considered as due, it is understood and agreed that the City may withhold payment or retainage, in whole or in part, to protect its interest on account of (1) Default by the Contractor; (2) There is reasonable evidence the Contractor cannot complete the project for the unpaid balance of the contract price; (3) Damage to another Contractor; (4) Failure to submit required Documents to the City or other governmental agencies; (5) or obtain required approvals, permits, and certifications from the City or other governmental agencies.

If the City deems it not expedient to require the Contractor to correct faulty work or to repair damaged work, it may choose to reach an agreement with the Contractor to deduct an equitable amount from the contract price.

Final retainage shall be due when the Contractor has delivered to the City a properly completed Affidavit of Contractor for Final Payment not later than thirty (30) calendar days after all work is completed and the City has inspected and accepted the work. The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor against the City, except those previously made in writing and still unsettled.

54. **LIENS:**

No liens of any type shall be allowed, including labor, materials, rentals, or services furnished.

55. **GUARANTEE:**

Under this Contract, the Contractor shall guarantee all materials, equipment, and workmanship for a period of no less than one (1) year from the date the City accepts the completed project in its entirety; the Contractor shall replace, repair, or restore any faulty materials, equipment, work, and incidental damage during this period of guarantee stated on the Proposal and Bid Form.

Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law. Upon written notice the Contractor shall remedy all defects due thereto and pay all expenses for any damage to other work and/or property of the City resulting therefrom.

Said notice of defects will be issued by the City. Upon receipt by the Contractor of such written notice, the Contractor shall immediately investigate any and all claimed defects. Should the Contractor feel that any claimed defect is invalid, it shall so advise, in writing, to the issuer within ten (10) calendar days after receipt of said notice.

Defects shall be remedied by the Contractor within thirty (30) calendar days after receipt of said notice. Within ten (10) calendar days after completion of such corrective measures, the Contractor shall notify the issuer, in writing, of correction in defects. The Contractor shall transmit to the City a copy of each certified statement as required below.

Each Sub-Contractor shall transmit to Contractor, in duplicate, on its business letterhead, addressed to both the Contractor and the City a certified statement as to:

A. Work performed and/or materials supplied.

B. Guarantee in accordance with requirements of contract appertaining to said work and/or materials.

56. **FORM OF CONTRACT: (CONTRACTS IN EXCESS OF \$25,000.00)**

The City will require the successful Bidder, as Contractor, to execute in duplicate the Construction Agreement. Then executed, the Construction Agreement and the proposal form becomes the Contract between the City and the Contractor along with Contract Documents as defined herein; the Contractor cannot claim modification of this Contract because of any representation made by an employee of the City or any other person.

57. **CONSTRUCTION SCHEDULE: (CONTRACTS IN EXCESS OF \$25,000.00)**

The Contractor shall submit to the City for review and approval, his Construction Schedule at least five (5) working days before the start of project. The Contractor shall complete individual parts of the project in the order of the approved construction schedule. Receipt of approved construction schedule does not authorize Contractor to begin work on the project.

The City's issuance of a Notice to Proceed authorizes the Contractor to commence work on the project.

58. **FINAL INSPECTION:**

When the work on this project(s) is substantially completed, the Contractor shall notify the City, by letter, at least three (3) working days before the inspection date that the work will be ready for final inspection on a definite date to be stated in the letter. Prior to the final inspection, the Contractor shall clear the project site of all trash, rubbish, and debris and restore all damage done to the project site and adjacent areas during execution of this Contract. The Contractor's duty to clear the project site of trash, etc., prior to final inspection does not relieve the Contractor of the obligation to keep the project site free from trash, rubbish, and debris during the performance of the contract.

REQUIRED LIMITS OF INSURANCE

[Form INS 10/96]

A. The minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

1. Workers' Compensation/Employer's Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by the Florida Workers' Compensation Act or any other coverages required by the Contract which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage for those coverages required by the Contract which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

\$ 2,000,000.00 (Each Accident)

\$ 2,000,000.00 (Disease-Policy Limit)

\$ 2,000,000.00 (Disease-Each Employee)

2. Commercial General Liability - The minimum limits for the Commercial General Liability coverage shall be:

	<u>* Column A</u>	<u>** Column B</u>
General Aggregate	\$ 2,000,000.00	\$ 2,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00	\$ 2,000,000.00
Personal and Advertising Injury	\$ 1,000,000.00	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00	\$ 2,000,000.00
Fire Damage (any one fire)	\$ <u>Nil</u>	\$ <u>Nil</u>
Medical Expense (any one person)	\$ <u>Nil</u>	\$ <u>Nil</u>

* Applicable to this Contract only

** Total Limits including amounts in Column A

3. Business Auto Policy - The minimum limits for the Business Auto Policy shall be:

Each Occurrence - Bodily Injury and Property Damage Combined \$ 2,000,000.00

4. Protection for the City - The minimum limits for Owners Protective Liability Coverage shall be the amounts specified as the minimum "Each Occurrence" and "General

Aggregate" limits for the Commercial General Liability Coverage in Column B of Paragraph A.2 above.

10.23.07

CERTIFICATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which 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 received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. 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 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 so 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 complies fully with the above requirements.

DATE

NAME OF FIRM

TELEPHONE NUMBER

STREET ADDRESS

VENDOR'S SIGNATURE

CITY STATE ZIP



CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA

COUNTY OF:

Before me, the undersigned authority, personally appeared _____, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. He or she is the _____, of _____, which does business in the State of Florida, hereinafter referred to as the "Contractor."
2. Contractor, pursuant to a contract with _____, hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials, and services for the construction of certain improvements to real property as more particularly set forth in said contract.
3. This affidavit is executed by the Contractor in accordance with section 713.06 of the Florida Statutes for the purposes of obtaining final payment from the Owner in the amount of \$_____.
4. All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the following listed lienors:

NAME OF LIENOR _____	AMOUNT DUE _____
----------------------	------------------

Signed, sealed, and delivered this ____ day of _____, _____,

BY:

TITLE:

NAME OF CONTRACTOR'S BUSINESS:

Sworn to and subscribed before me this ____ day of _____ 20____ by _____, who is personally known to me or produced _____ as identification, and did take an oath.

Notary Public

My Commission Expires:

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

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

Name

(1) He is _____ of _____, the
Title Company
Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder; nor has fixed any overhead, profit or cost element of the Bid price, or the Bid price of any other Bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Winter Haven or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of it's agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____
Name

(Title)

Subscribed and sworn to before me this _____ day of _____, 200__

Signature

(Title)

My commission expires _____

Sample SALES TAX SAVINGS FORM

CONTRACT # _____

DESCRIPTION OF PROJECT _____

Materials	(1) Amt in Contract	(2) Sales Tax	(3) Net Amt for Purchase

- (1) This is the amount to be deducted from contract by change order.
- (2) The amount of the sales tax included in the material purchase line item supplied by contractor.
- (3) The amount to be used by Purchasing to make the material purchase per the contractor's stated quantities.

CONTRACTOR NOTIFICATION

TO: ALL CONTRACTORS / SUB-CONTRACTORS

FROM: THE FACILITY ASBESTOS CONTACT PERSON

SUBJECT: ASBESTOS-CONTAINING MATERIALS IN THIS BUILDING

Asbestos-Containing Material (ACM) is present in many buildings. The presence of ACM does not necessarily mean that a hazard exists; however, a hazard may be created when ACM is disturbed and asbestos fibers become airborne. The best way to maintain a safe environment is to avoid the disturbance of ACM.

It is possible that you may encounter ACM while working in buildings. In the main office there is a summary of known locations of ACM in the buildings. The summary may or may not be all-inclusive. Therefore, workers must exercise caution and be watchful for materials that might contain asbestos. Avoid disturbing ACM or suspected ACM as you carry out your work.

If your work necessitates the disturbance of ACM you shall take whatever precautions are necessary to protect human health and the environment from asbestos fibers. At a minimum, you will use the procedures found in the Operations and Maintenance Plan for that particular facility and/or the City of Winter Haven Asbestos Control Program and comply with all Federal, State, and Local laws governing working with asbestos.

Your employer is responsible for assuring that you are medically certified, trained, and equipped with the proper personal protective devices for safe handling of ACM. You must notify the Facility Asbestos Contact Person before disturbing any asbestos-containing materials in the buildings.

If you need additional information regarding ACM in a particular building or would like to see a copy of the Operations and Maintenance Plan, or the Asbestos Control Program contact the City Engineering Department.

**PROPOSAL AND BID FORM
ITB-10-56**

Proposal to furnish all labor, materials, equipment, plant and supervision necessary for the **"Neighborhood Service Center Remodeling and The Chain of Lakes Achievers' HVAC System Replacement"** in accordance with the Invitation To Bid, Specifications, Terms and Conditions attached hereto and made a part hereof as if fully set forth herein, and any other documents prepared for this project.

ARTICLE 1

The Invitation To Bid, Specifications, Terms and Conditions, and any other documents prepared for this bid, and any addenda issued during the bidding period, are a part of this Proposal and Bid Form.

The Proposer received the following addenda during the bidding period:

Addendum Number _____ Date _____
Addendum Number _____ Date _____

The Proposer agrees to complete this project in accordance with the Contract Documents.

ARTICLE 2

The Proposer declares that he makes this proposal in good faith without collusion and without connection with any other person or persons bidding on this project.

The Proposer declares he has examined the bid documents, visited the sites of this project, and fully acquainted himself with all conditions which may affect completion of this project.

ARTICLE 3

The Proposer enclosed with these duplicate copies of this Proposal and Bid Form a certified check, a cashier's check, U.S. government bond (at par value), or a bid bond payable to the City of Winter Haven in an amount not less than five percent (5%) of the base bid (if bid amount is \$25,000 or more).

ARTICLE 4

The Proposer with these duplicate copies of this Proposal and Bid form a list of at least five (5) projects in similar scope and size as specified in the this Invitation To Bid.

**PROPOSAL AND BID FORM
ITB-10-56**

The Bidder, proposes and agrees to furnish all plans, permits, labor, material, services, supplies and equipment, and perform the Work required for construction. In full and complete accordance with the Contract Documents, including any addenda issued to the satisfaction of the City of Winter Haven with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents, for the lump sum of:

_____ (amount in words)

_____ (amount in figures)

WORK DESCRIPTION:

1. **Neighborhood Services Center** Building, located at 608 Avenue "S" NE, Winter Haven: Remodel two existing restrooms to become compliant with ADA Standards. Remodel kitchen area to include replacement of all cabinets and sink with wood cabinets, formica countertops and a dual stainless steel sink.
2. **Chain of Lakes Achievers** Building, located at 561 Avenue "C" SE, Winter Haven: Install new HVAC system for 3200 square foot concrete block building in accordance with the attached Scope of Work titled Design-Build HVAC System.

_____ Date

_____ Name of Company

_____ Authorized Signature

_____ Mailing Address

_____ Title/Position

_____ City State Zip

_____ Printed Name

_____ Email address

_____ Federal Employer I.D. # (FEID)

_____ Telephone Number

_____ State Registration #

_____ State Certification #

_____ Q.B.O.

_____ Fax Number