



NOTICE TO BIDDERS

INVITATION TO BID

REHABILITATE RUNWAY 5-23 AND ASSOCIATED WORK AT THE AVON PARK EXECUTIVE AIRPORT

July 19, 2017

BID No. 17-01A

Sealed bids will be received by the City Manager, City of Avon Park, Florida, 110 E. Main Street, Avon Park, Florida 33825 **until 10:00 a.m. local time –August 22, 2017.** Bids received after this specified time and date will not be considered. The sealed bids will be publicly opened and read aloud on the same date and time in the office of the City Manager for the following:

Bid Documents may be requested by contacting: Amherst Consulting Company, LLC, @ (407) 790-7397, on or after July 19, 2017 on or before, August 18, 2017. Bid Documents will be available for pick up or overnight delivery on July 19, 2017. Bid Documents shall be obtained no later than August 18, 2017 and are Required for Bid Submittal.

THE SERVICES OF A QUALIFIED, LICENSED AND EXPERIENCED CONTRACTOR TO PROVIDE ALL REQUIRED ADMINISTRATION, MATERIALS, TOOLS, PERMITS, EQUIPMENT, LABOR AND SUPERVISION TO REHABILITATE APPROXIMATELY 47,000 SQUARE YARDS OF FLEXIBLE PAVEMENT, INCLUDING PAVEMENT REMOVAL, EARTHWORK, NEW LIMEROCK BASE COURSE, NEW P-401 BITUMINOUS SURFACE COURSE, AIRFIELD PAINTING, RUNWAY EDGE LIGHTS, AND RELOCATION OF VARIOUS ELECTRIC SYSTEMS. ALL ITEMS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH APPLICABLE FAA, FDOT, BUILDING CODES AND LOCAL STANDARDS. THE BIDS SUBMITTED AND THE CONTRACT, IF AWARDED, SHALL BE IN COMPLETE ACCORDANCE WITH, WITHOUT LIMITATION, THIS INVITATION TO BID, AMHERST CONSULTING COMPANY, LLC PLANS AND SPECIFICATIONS, ALL CODES, REQUIREMENTS AND REGULATIONS REFERENCED THEREIN.

Note: Non-Mandatory Pre-Bid Meeting has been scheduled for 10:00 a.m. on Thursday, August 3, 2017 at the City of Avon Park, 110 E. Main Street, Avon Park, Florida 33825.

Note: Only Those Contractors obtaining Bid Documents prior to the date mentioned above shall be Eligible to Bid.

Questions regarding this invitation to bid should be **in writing** and should reference the above Bid number. Submit all questions to **Melissa Otto**, via e-mail at **Melissa.Otto@Amherst-Consulting.com** or fax (407) 790-7618.

CLARIFICATION OF DOCUMENTATION

Bidders requiring clarification or having a dispute with these documents must advise the City Manager the nature of the required clarification or basis of the dispute, in writing, no later than **5p.m. local time August 21, 2017**. If no written contact has been made by this specified date the Bidder waives the right to any future consideration and accepts the documents as published and/or revised by the City.

Note: Any use of brand names (manufacturer) in this invitation and specification is for Bidder convenience only and shall not limit this offering. Equal or better equipment and alternate bids may be given consideration.

BIDDING DOCUMENTS available for Purchase and Review at:

**Amherst Consulting Company, LLC
2300 Maitland Center Parkway, Suite 106
Maitland, FL 32751**

**Attn: Melissa Otto
Telephone: (407) 790-7397
Fax: (407) 790-7618
Email: Melissa.Otto@Amherst-Consulting.com**

on or after July 19, 2017 and on or before August 18, 2017.

A payment in cash or check, payable to **Amherst Consulting Company, LLC**, will be required for each set of bidding documents. **Bidding Documents are available for \$50.00 per set**, which includes postage and handling. This fee represents total costs and is non-refundable. **Note:** All requests for documents must indicate if the documents are for a Prime Contractor, Subcontractor or Supplier.

Requests for copies of a **Plan Holder's List** shall be forwarded in writing with a self-addressed stamped envelope or via email correspondence to the attention of Amherst Consulting Company, LLC, at the above address(es).

BIDDING DOCUMENTS for Review Only:

City of Avon Park City Hall
110 E. Main Street, Avon Park, FL 33825

FLORIDA PUBLIC RECORDS LAW

Bidder's submittal information shall be subject to Chapter 119, Florida Statutes, generally known as the "Florida Public Records Law." This statute provides that all documents, papers, records and similar material produced or received by an agency or political subdivision of the State are subject to public inspection and review under reasonable conditions and at reasonable times. Accordingly, unless specifically exempted by law, all bids and materials received with bids, marketing information, quotations, proposals, specifications, correspondence, forms, contracts, bonds, financial statements, prospectus, corporate resumes, product summaries, lab reports, inspection and test reports and any other such material will be considered a matter of public record. The City and its staff cannot regard any document, information or data as proprietary or confidential unless so advised by the City Attorney.

Additionally, should a Contractor enter into an Agreement with the City, the Contractor shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by Contractor in performance of services pursuant to this Agreement. In accordance with Florida Statute § 119.0701, Contractor shall be required to provide public access to such records at a cost that does not exceed the statutory requirements or as otherwise provided by law. In the event any such records are exempt or confidential from public records disclosure Contractor shall ensure that those records are not disclosed except as authorized by law. Contractor shall meet all requirements for retaining public records and shall transfer at no cost to the City, all public records in possession of the Contractor upon termination of the Agreement and destroy duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

EXPARTE COMMUNICATION

Please note that to insure the proper and fair evaluation of a bid, the City of Avon Park prohibits exparte communication (i.e., unsolicited) initiated by the Bidder to the City Official or Employee evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the bid. Exparte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid, then in evaluation, or any future bid.

BONDING

A certified check or bid bond shall accompany each bid. The certified check or bid bond shall be for an amount not less than five percent (5%) of the bid price and shall be made payable to the Owner as a guarantee that the Bidder will not withdraw for a period of One Hundred Eighty (180) days after bid closing time.

In the event the contract is awarded to the Bidder, he/she will, within ten (10) days thereafter, enter into a written contract with the City of Avon Park, or accept a City of Avon Park purchase order. The successful Bidder shall also furnish within ten (10) days a **PUBLIC CONSTRUCTION BOND IN COMPLETE ACCORDANCE WITH SECTION 255.05 OF THE FLORIDA STATUTES** in an amount equal to the contract price, as a guarantee of good faith that the Bidder will execute the work in accordance with the terms of the contract and that the Bidder shall make payments for all labor, material and supplies used directly or indirectly for the work. Failure to do so will constitute forfeiture of the bid security as liquidated damages.

The Public Construction Bond shall be secured from and countersigned by an agency of a surety company recognized in good standing, licensed and authorized to do business in the State of Florida and found to be acceptable to the City of Avon Park.

INSURANCE AND SAFETY REQUIREMENTS

All insurance shall be secured from or countersigned by an agent or Surety Company recognized in good standing and authorized to do business in the State of Florida.

The Contractor shall, within ten (10) days of notification of award and prior to commencement of work, take out and maintain in full force and effect minimum insurance coverage as specified in the attached requirements. This insurance shall remain in force and effect throughout the duration of the contract.

A **certificate of existing insurance** coverage should be submitted with the bid as proof of insurability. If the current coverage does not meet the bid requirements then the Bidder should request an affidavit of insurability from the Bidder's insurance agent certifying the requirements can and will be met. Failure to provide adequate insurance coverage may be cause for disqualification as non-responsive to the bid requirements.

The Contractor agrees to accept and abide by the City of Avon Park safety regulations in complete accordance with the attached requirements.

INDEMNIFICATION AGREEMENT

The Contractor agrees to indemnify and hold harmless the City of Avon Park in complete accordance with the attached requirements. This agreement shall be signed, notarized and returned with the bid submittal. Failure to provide the Hold Harmless Indemnification Agreement may be cause for disqualification as non-responsive to the bid requirements.

TERMS AND CONDITIONS OF AGREEMENT

A sample of an agreement to be entered into with the successful bidder is included with this bid as Attachment "A", should the City require such.

PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract 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.

DRUG-FREE WORKPLACE CERTIFICATION

By submitting a bid in response to this Invitation to Bid, you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

SUSPENSION AND DEBARMENT CERTIFICATION

By submitting a bid in response to this Invitation to Bid, you are certifying that your company is not presently suspended or debarred as, and/or listed on the U.S. General Services Administration's System for Award Management (SAM) as such.

CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Avon Park. Further, all respondents must disclose the name of any City of Avon Park employee who owns, directly or indirectly, an interest of five percent (5%) or more of the respondent's firm or any of its branches.

The respondent shall certify that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the bid and that the respondent is not financially interested in, or otherwise affiliated in a business way with any other respondent on the same land or improvements.

ADDENDA

It is the Bidder's responsibility to contact the City Manager prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda and return executed addenda with the bid. The failure of a Bidder to submit acknowledgement of any addenda that affects the bid price(s) may be considered an irregularity and may be cause for rejection of the bid.

BID SUBMITTAL

An original and two (2) copies (collated in sets) and one (1) digital copy of the bid form supplied by the City of Avon Park and all required bid submittal data including any Bidder's specifications, drawings, etc., shall be enclosed within a sealed envelope with the words, "**SEALED BID NO. 17-01A, REHABILITATE RUNWAY 5-23 AND ASSOCIATED WORK**" and the Bidder's name and address clearly shown on the outside thereof. **Submittals received with less than three (3) total copies or not submitted on the City of Avon Park Bid Sheets may be disqualified as non-responsive.**

Mailed bids must be received in the office of the City Manager not later than the time set forth for bid opening. The City of Avon Park, Florida will **not** be responsible for any lost or late arriving bids sent via the U.S. Postal Service or other delivery services.

DAVIS-BACON ACT

FAR 52.222-6

Davis-Bacon Act.

(Feb 1995)

Mailed bids must be received in the office of the Purchasing Manager not later than the time set forth for bid opening. The City of Avon Park, Florida will **not** be responsible for any lost or late arriving bids sent via the U.S. Postal Service or other delivery services.

The City of Avon Park at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all bids, and/or to accept that bid which is in the best interest of the City. The award of this bid, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Bidder's experience and/or qualifications, past experience, administrative cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this bid to one (1) Bidder. There is no obligation to buy. The bid, if awarded, will be in the judgment of the City the most responsive to the City's needs. The City of Avon Park encourages the use of minority and women-owned businesses as subcontractors or in joint venture arrangements. Any Bidder sent three (3) or more invitations to bid and fails to respond may be removed from the City bid list.

City of Avon Park, Florida

Julian Deleon

Julian Deleon,
City Manager

Attach.
TTW/tw

Cc: Jason Lister, Airport Director
Julian Deleon, City Manager
Brenda Marshall, Human Resource Manager
Todd N. Zimmerman, P.E., Amherst Consulting Company, LLC
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