



**SPECIFICATIONS
RE-BID 20-15**

US-27 Landscaping and Irrigation project

**THE CITY OF AVON PARK FLORIDA
5/4/2015**

NOTICE TO BIDDERS

INVITATION TO BID # 20-15

Sealed bids will be received by the City Manager, City of Avon Park, 110 E Main St, Avon Park, FL 33825 **until June 4, 2015, no later than 2:00 PM** at which time and place, bids received will be publicly opened in the office of the City Manager and read aloud for the following:

US-27 Landscaping and Irrigation project

Bid Documents may be requested by visiting our Website at: <http://www.avonpark.cc> or by contacting the City of Avon Park, City Manager, Julian DeLeon @ (863) 452-4403. Bid Documents are required for bid submittal.

ADDENDA

It is the Bidders responsibility to contact the City Manager – Julian DeLeon, 863-452-4403 prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda and return executed addenda with bid. Contractor questions will be accepted for addenda until **May 20, 2015 at 4 PM** in order to provide sufficient time for City to respond appropriately to addenda. 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.

INSURANCE & 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 stated in the specifications. This insurance shall remain in 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 that certifies 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.

All insurance policies shall be issued by responsible companies authorized to do business under the laws of the state, have at least a "B" policyholder's rating, have a financial rating of at least class VI in accordance with the most current Best's Key Rating Guide, and shall be satisfactory to the city.

CONTRACTOR'S COOPERATION – E-Verify

The City of Avon Park will require of Contractor provide proof of legal working status of Contractor and/ or Contractor's employees and sub-contractors and their employees who are awarded this bid. Employers may avail themselves to E-Verify to help employer verify employment eligibility of new and existing hires and the validity of their Social Security

numbers. Davis-Bacon Rules may apply. The City of Avon Park will require as part of the response to a bid solicitation that the successful bidder shall complete and submit an "Affidavit Certification Immigration Laws". The City reserves the right to revoke bid award if Contractor does not allow for Contractor and employee verification and subcontractor and their employees verification prior to commencement of work and/or hires illegal workers after commencement of work within the service area. The City of Avon Park is not responsible in any way; for any Federal, State or local legal repercussions the Contractor may incur as a result of employee verifications.

BID SUBMITTAL:

An original and two (copies) (collated in sets) of the bid form supplied by the City of Avon Park and all required bid submittal data including any bidder generated specifications, drawings, etc., shall be enclosed within a sealed envelope with the words,

"SEALED BID No. 20-15 US-27 Landscaping and Irrigation project" and the Bidder's name and address clearly shown on the outside thereof.

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 U.S. Postal Service or any other delivery service.

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.

Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26 Florida Statutes should contact the City Manager 863-452-4403.

SECTION I Terms and Conditions

A. All responses shall become the property of the City.

B. **Florida Statutes** 287.087, on Drug Free Work Place, 287.133(3)(a) on Public Entity Crimes, and Section 287.134, on Discrimination, as a whole and/or as shown below, will be complied with:

287.087, Preference to businesses with drug-free workplace programs:

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 no contend ere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

NOTE: PLEASE INCLUDE YOUR "DRUG FREE" STATUS AS PART OF THE GENERAL COMMENTS IN YOUR PROPOSAL OR WHERE INDICATED ON THE BID FORM.

287.133, Public entity crime; denial or revocation of the right to transact business with public entities:

(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity

for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount of \$10,000 for a period of 36 months from the date of being placed on the convicted vendor list.

287.134, Discrimination; denial or revocation of the right to transact business with public entities:

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract or provide goods and 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 a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with a public entity.

- C. Responses are due and must be received in accordance with the instructions given in the announcement page.
- D. The City will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.
- E. Respondents, their agents and associates shall refrain from contacting or soliciting any City Official and that contact may be made ONLY with the individual(s) listed in this document for additional information and clarification.
- F. Due care and diligence has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the City nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.
- G. All timely responses meeting the specifications set forth in this document will be considered. However, respondents are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the City and preference will be given to those responses in full or substantially full compliance with them.
- H. Each respondent is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, the State of Florida and the City of Avon Park. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response.
- I. The CITY, at its discretion, reserves the right to waive minor informalities or irregularities in any responses, to reject any and all responses in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.
- J. Award will be made to the respondent whose submittal is determined to be the most advantageous to the City taking into consideration those responses in compliance with the requirements as set forth in this document. The City Council and Mayor reserves the

right to reject any and all responses for any reason or make no award whatsoever or request clarification of information from the respondents.

- K. Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the Public Works Department. Any oral or other type of communication concerning this document shall not be binding.
- L. Responses must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.
- M. Unless otherwise stated in the specifications, the following Insurance Requirements must be met before delivery of goods and services:

Workers' Compensation: Coverage is to apply for all employees for statutory limits in compliance with the law of the State of Florida and federal laws. The policy must include Employer' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

Commercial General Liability: Occurrence Form Required: (Contractor/vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

Commercial Automobile Liability Insurance: (Contractor/vendor) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

Special Requirements / Evidence of Insurance:

- a. A copy of the Contractor's / Vendor's current certificate of insurance MUST be provided with the response to this BID. A formal certificate shall be provided upon announcement that a Contractor / Vendor has been awarded the work as called for in this document. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the City before commencement of any work activities. The formal insurance certificate shall also comply with the following:

"The City of Avon Park", a Political Subdivision of the State of Florida and its Elected Officials, its Agents, Employees, and Volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. The City will be given notice prior to cancellation or modification of any stipulated insurance.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. Such notification will be in writing by registered mail, return receipt to:

Avon Park City Hall, 110 East Main Street, Avon Park, FL 33825.

- b. It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
 - c. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
- N.** If the goods or services being bid are for an annual or a semi-annual contract period then Interlocal Agreements between The City of Avon Park, Highlands County, other State or City agencies, the City of Sebring and the Town of Lake Placid, and the Highlands City School Board, allow those entities to purchase goods and services through the City's bids so long as such purchases will not interfere with the timely delivery of goods and services to the City in strict conformity with all specifications of its bids. Each governmental entity will issue its own purchase orders for all purchases made and will be responsible for all payments thereof. Highlands City reserves the right to direct the successful bidder to prioritize its delivery of goods and services to the City ahead of delivery to other governmental entities purchasing under the City's bids.
- O.** If submitting a response for more than one bid, each bid must be in a separate envelope and correctly marked.

SPECIAL CONDITIONS:

1. City of Avon Park, a political subdivision of the State of Florida, requests the submittal of bids from vendors that are interested in providing **US-27 Landscaping and Irrigation project** in accordance with the requirements of this technical specification.
2. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Purchasing/Accounts Payable Specialist, the City Manager and the Public Works Coordinator shall be the judge as to whether or not any addition, revision or deletion changes the intent of the bid.
3. **PERFORMANCE OF WORK:** The work required under this bid shall be performed by the entity submitting the bid..
4. **SEALED BIDS:** All bid submittals must be completed and submitted in a sealed parcel. **(DO NOT INCLUDE MORE THAN ONE BID SUBMITTAL PER ENVELOPE. BID SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL AND TWO (2) COPIES OF THE ORIGINAL.)** The **Original** bid submittal(s) shall be submitted on the forms provided by City. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.
5. **SITE INSPECTION** - Bidders shall examine site and shall determine conditions under which work will be done. Failure to comply with this requirement will not relieve bidder from responsibility to complete the work described in the contract documents.
6. **COMMENCEMENT AND COMPLETION DATES.** Contractor hereby agrees to commence Work under this contract within 60 calendar days from the date of the issuance of a Purchase Order by the City of Avon Park and full execution of this contract and shall be responsible to achieve final completion of the Project within 150 calendar days thereafter. Contractor shall be solely responsible for acquiring and delivery of all items listed in the Contract Documents.

SECTION II Specifications and Scope of Services FOR BID# 20-15

US-27 Landscaping and Irrigation project

Description of bid: This project is to install landscaping and irrigation for a section of US-27.

The plans and specification are available on www.avonpark.cc under "open bids", and shall be adhered as part of the construction.

Site Contact Person: Julian Deleon, City Manager
Tel. (863) 452-4429
Fax. (863) 452-4428
E-mail: jdeleon@avonpark.cc

US-27 Landscaping and Irrigation project

1. Bidders are directed to reference the FDOT Permitted and approved plans as posted on the City's web-site.
2. All work is subject to coordination's supervision and approval by the FDOT inspector and the City of Avon Park.
3. City of Avon Park Impact fees will apply on project.

Sec. 98-76. - Tap and water capacity fees.



- (a) *Tap fees.* The following water tap fees shall be charged by the city for the furnishing and installation of water meters within or outside the city on any waterlines or systems operated by the city based upon the following schedule:

Size of meter (inches)	Tap fee
¾ x 5/8"	\$ 450.00
1	525.00
1½	1,050.00
2	1,050.00
3	1,200.00
4	2,400.00
6	3,000.00

* All materials, meters, backflow and irrigation system shall conform with the plans and shall conform with AWWA standards.

6. Contractor shall be responsible for providing MOT

7. COMMENCEMENT AND COMPLETION DATES. Contractor hereby agrees to commence Work under this contract within 60 calendar days from the date of the issuance of a Purchase Order by the City of Avon Park and full execution of this contract and shall be responsible to achieve final completion of the Project within 150 calendar days thereafter. Contractor shall be solely responsible for acquiring and delivery of all items listed in the Contract Documents.

BID AMOUNT LUMP SUM _____ \$ _____

AVAILABLE TO START WORK BY _____ enter date

BID SUBMITTED BY: _____
Name of Company Address

Signature Title City State Zip

Name as above printed or typed Date bid Submitted

The City reserves the right to accept or reject any or all bids or any parts thereof that may be considered to be in the best interest of the City of Avon Park.

Attachment “B” Unauthorized Alien(s)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274 A (e) of the Immigration and Naturalization Act (8U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the City. As part of the response to this solicitation (bid), the successful contractor will complete and submit the attached form “Affidavit Certification Immigration laws”.

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet based system operated by the U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automatic link to Federal databases to help employers verify employment eligibility of new hires, existing employees and the validity of their Social Security numbers.

If your company wishes to avail itself of this program, you can register online for E-Verify at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

Which provides instructions for completing the registration process. At the end of the registration process you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as employer, the SSA and the DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best methods by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact the USCIS at 1-888-464-4218

ATTACHMENT "B" (continued)

AFFIDAVIT CERTIFICATION

IMMIGRATION LAWS

BID NO.: 20-15 PROJECT NAME: _____

The CITY OF AVON PARK will not intentionally award city contracts to any contractor who knowingly employs unauthorized alien workers constituting a violation of the employment provisions contained in Section 274A (e) of the Immigration and Naturalization Act (INA) (8 U.S.C. 1324a).

The City of Avon Park may consider the employment by any Contractor of Unauthorized Aliens a violation of section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for the unilateral cancellation of the contract by the City of Avon Park.

The bidder attests that they are fully compliant with all applicable immigration laws (Specifically to the 1986 Immigration Act and subsequent amendments).

Company Name: _____

Signature: _____ Title: _____ Date: _____

State of: _____ County of: _____

The forgoing instrument was signed and acknowledged before me this _____ day
of _____, 20____, by _____ who has
produced _____ as identification
Type of Identification and Number

Notary Public Signature: _____

Printed name of Notary Public: _____

Notary Commission Number/Expiration: _____

REFERENCE FORM

INSTRUCTIONS: Please provide three applicable projects which demonstrate the contractor's ability and experience Best Management Practices projects.

Project Owner: _____

Contact Person: _____

Phone: _____

Cost of Project: _____

Project Scope of Services: _____

Project Owner: _____

Contact Person: _____

Phone: _____

Cost of Project: _____

Project Scope of Services: _____

Project Owner: _____

Contact Person: _____

Phone: _____

Cost of Project: _____

Project Scope of Services: _____