

#### INVITATION TO BID 2022-01 CITY OF PARKER CITY-WIDE ROADWAYS AND SIDEWALKS

# ADDENDUM NO. 2 REQUESTS FOR INFORMATION

# Issued March 10, 2022

Bids are due at 2:00 p.m. on Tuesday, March 15, 2022. Bids will be publicly opened and read aloud at 5:30 p.m. at the City Council Meeting on Tuesday, March 15, 2022.

# The following questions were received from potential bidders and are being addressed below:

1. Regarding the concrete and weirs on Meadow Street and West Street, should we price replacing all concrete and both weirs completely or partial repair like the plans call for?

# City's Response to Request for Information Question No. 1

The Federal Emergency Management Agency (FEMA) has provided funding for the partial repair only as part of Disaster Recovery No. 4399, as indicated on the drawings.

However, the City has included Additive Alternates to the Bid Form for the <u>ADDITIONAL</u> costs of replacing the existing 8-inch CMU wall that is 2 feet high and 22 linear feet on Meadow Street with like-kind or approve equal material (Additive Alternate A.6.1) and replacing the concrete flume and sidewalls on West Street that is  $\pm 192$  square feet by 0.333 feet (2.38 CY) (Additive Alternate A.6.2).

Please **REMOVE** the SHEETS C1.1 and C1.2 in your original bid plan set package and **REPLACE** with revised SHEETS C1.1 and C1.2 (*Attachment A*).

Please **REMOVE** the Instruction to Bidders in your original bid document package its entirety and **REPLACE** with the revised *Instruction to Bidders* (refer to *Attachment B*).

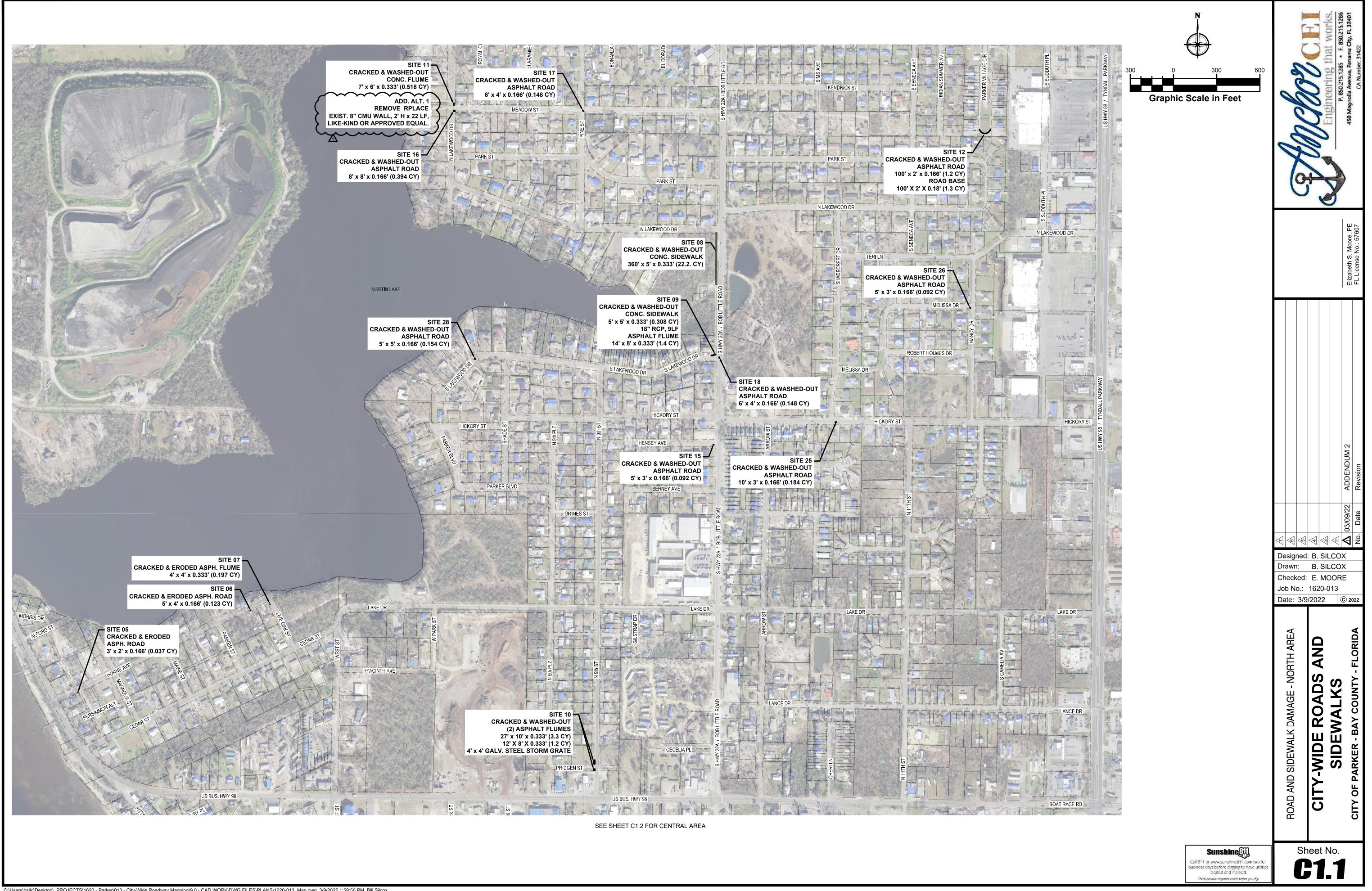
Please **REMOVE** the Measurement and Payment in your original bid document package its entirety and **REPLACE** with the revised *Measurement and Payment* (refer to *Attachment C*).

Please **REMOVE** the Bid Form in your original bid document package its entirety and **REPLACE** with the revised *Bid Form* (refer to *Attachment D*).



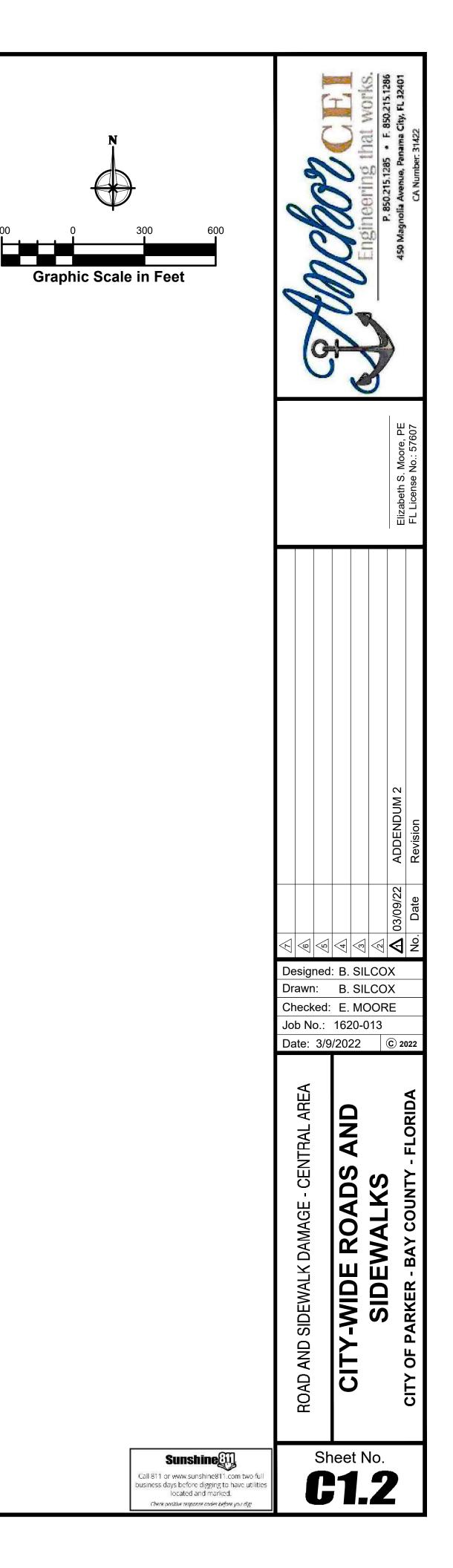
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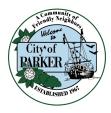
# ATTACHMENT A REVISED SHEETS C1.1 AND C1.2





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INVITATION TO BID 2022-01 CITY OF PARKER CITY-WIDE ROADWAYS AND SIDEWALKS

# ATTACHMENT B REVISED INSTRUCTION TO BIDDERS

# INSTRUCTIONS TO BIDDERS

# **INTRODUCTION**

The objective of this Invitation to Bid (ITB) is to select a Florida-Licensed General Contractor or Florida-Licensed Underground Utility Contractor to provide construction services to the City of Parker (hereinafter referred to as "CITY" or "OWNER") for the rehabilitation of the City's roads and sidewalks as detailed on the Construction Drawings and as summarized by location below.

# A. West Street:

- Site 2 (along east side of West Street before Loftin Intersection): Replacement of eroded concrete flume. Dimensions: 7 feet by 4 feet by 0.333 feet (0.345 CY).
- 2. Additive Alternate A.6.2 (Site 2 West Street) Replacement of eroded concrete flume and sidewalls in its entirety. Dimensions: ±192 square feet by 0.333 feet (2.38 CY).

# B. Pitts Avenue:

- Site 3 (at shoreline end of Pitts Avenue): Replacement of eroded asphalt flume. Dimensions: 13 feet by 5 feet by 0.208 feet (0.501 CY). Replacement of one concrete culvert pipe Dimensions: 6 linear feet of 1.5-foot diameter Reinforced Concrete Pipe
- Site 4 (at shoreline end of Pitts Avenue): Replacement of eroded asphalt flume. Dimensions: 10 feet by 8 feet by 0.208 feet (0.616 CY).
- Site SW-01 (at shoreline end of Pitts Avenue): Replacement of washed-out concrete sidewalk (1) Dimensions: 34 feet by 4 feet by 0.333 feet (1.7 CY). Replacement of washed-out concrete sidewalk (2) Dimensions: 15 feet by 10 feet by 0.333 feet (1.85 CY).

# C. Horne Avenue:

- Site 5 (west end of Horne Avenue): Replacement of cracked and eroded two-lane asphalt road surface. Dimensions: 3 feet by 2 feet by 0.166 feet (0.037 CY).
- Site 6 (east end of Horne Avenue): Replacement of eroded two-lane asphalt road surface. Dimensions: 5 feet by 4 feet by 0.166 feet (0.123 CY).

 Site 7 (southwest corner of Horne Avenue and Live Oak Street): Replacement of cracked and eroded asphalt flume. Dimensions: 4 feet by 4 feet by 0.333 feet (0.197 CY).

# D. Bob Little Road (South Highway 22A):

- Site 8 (west side of Bob Little Road prior to N. Lakewood Drive): Replacement of cracked and washed-out concrete sidewalk. Dimensions: 360 feet by 5 feet by 0.333 feet (22.2 CY).
- Site 15 (corner of Bob Little Road and Hensley Avenue): Replacement of cracked and washed-out two-lane asphalt road surface. Dimensions: 5 feet by 3 feet by 0.166 feet (0.092 CY).
- Site 18 (on Bob Little Road at S. Lakewood Drive Intersection): Replacement of cracked and washed-out two-lane asphalt road surface. Dimensions: 6 feet by 4 feet by 0.166 feet (0.148 CY).

# E. South Lakewood Drive:

- 1. <u>Site 9 (northwest corner of S. Lakewood Drive and S. Highway 22</u> <u>Intersection</u>):
  - a. Replacement of cracked and washed-out concrete sidewalk. Dimensions: 5 feet by 5 feet by 0.333 feet (0.308 CY).
  - Replacement of one concrete culvert pipe
    Dimensions: 9 linear feet of 1.5-foot diameter Reinforced Concrete Pipe.
  - c. Replacement of washed-out asphalt flume.Dimensions: 14 feet by 8 feet by 0.333 feet (1.4 CY).
- Site 28 (along S. Lakewood Drive): Replacement of cracked and washed-out two-lane asphalt road surface. Dimensions: 5 feet by 5 feet by 0.166 feet (0.154 CY).

# F. North 9<sup>th</sup> Street:

- 1. <u>Site 10 (northwest and southwest corners of N. 9<sup>th</sup> Street and Pridgen</u> <u>Street)</u>:
  - Replacement of cracked and washed-out two asphalt flumes.
    Dimensions for 1<sup>st</sup> Flume: 27 feet by 10 feet by 0.333 feet (3.3 CY).
    Dimensions for 2<sup>nd</sup> Flume: 12 feet by 8 feet by 0.333 feet (1.2 CY).
  - b. Replacement of bended and cracked galvanized steel storm grate. Dimensions: 4 feet by 4 feet.

# G. Meadow Street:

 <u>Site 11 (north side corner of Meadow Street and North Lakewood Drive)</u>: Replacement of cracked and washed-out one concrete flume. Dimensions: 7 feet by 6 feet by 0.333 feet (0.518 CY).

- 2. <u>Additive Alternate A.6.1 (Site 11 Meadow Street and North Lakewood)</u> <u>Replacement of existing 8-inch CMU wall with like-kind or approved equal.</u> <u>Dimensions: 2 feet high by 22 linear feet.</u>
- Site 16 (south side corner of Meadow Street and North Lakewood Drive): Replacement of cracked and washed-out two-lane asphalt road surface. Dimensions: 8 feet by 8 feet by 0.166 feet (0.393 CY).
- 4. <u>Site 17 (southeast corner of Meadow Street and Pine Street Intersection)</u>: Replacement of cracked and washed-out two-lane asphalt road surface. Dimensions: 6 feet by 4 feet by 0.166 feet (0.148 CY).

# H. Parker Village Circle:

- 1. <u>Site 12</u>:
  - a. Replacement of cracked and washed-out two-lane asphalt road surface.

Dimensions: 100 feet by 2 feet by 0.166 feet (1.2 CY).

b. Replaced of cracked and washed-out two-lane road base surface.Dimensions: 100 feet by 2 feet by 0.18 feet (1.3 CY).

# I. East Street:

- 1. <u>Site 13 (west side of East Street just north of Moss Drive)</u>:
  - a. Replacement of cracked and washed-out two-lane asphalt road. Dimensions: 13 feet by 12 feet by 0.5 feet (2.89 CY).
  - b. Replaced of cracked and washed-out two-lane road base. Dimensions: 12 feet by 10 feet by 0.333 feet (1.48 CY).

# J. Dover Road:

- Site 19 (southeast corner of Dover Road and Stratford Avenue Intersection): Replacement of cracked and washed-out two-lane asphalt road surface. Dimensions: 16 feet by 4 feet by 0.166 feet (0.393 CY).
- Site 21 (northeast corner of Dover Road and Donalson Road Intersection): Replacement of cracked and washed-out two-lane asphalt road surface. Dimensions: 5 feet by 5 feet by 0.166 feet (0.154 CY).

# K. Blackshear Drive:

 Site 20 (along Blackshear Drive): Replacement of cracked and washed-out two-lane asphalt road surface. Dimensions: 6 feet by 6 feet by 0.166 feet (0.22 CY).

# L. East 3<sup>rd</sup> Street:

 <u>Site 22 (on East 3<sup>rd</sup> Street at Center Street Intersection)</u>: Replacement of cracked and washed-out two-lane asphalt road surface. Dimensions: 6 feet by 5 feet by 0.166 feet (0.184 CY).  Site 29 (on southside of East 3<sup>rd</sup> Street before East Street Intersection): Replacement of cracked and washed-out asphalt flume. Dimensions: 110 feet by 3.5 feet by 0.25 feet (3.6 CY).

# M. Stratford Avenue:

1. <u>Site 23 (along southside of Stratford Avenue between Florence Street and</u> <u>Brannon Place)</u>:

Replacement of cracked and washed-out two-lane asphalt road surface and berm.

Dimensions: 120 feet by 3 feet by 0.166 feet (2.2 CY).

# N. East Cooper Drive:

1. <u>Site 24 (along southside of East Cooper Drive at before Oakshore Drive Intersection)</u>:

Replacement of cracked and washed-out two-lane asphalt road surface. Dimensions: 115 feet by 3 feet by 0.166 feet (2.1 CY).

# O. Hickory Street:

 <u>Site 25 (along southside of Hickory Street at Shadecrest Drive Intersection)</u>: Replacement of cracked and washed-out two-lane asphalt road surface. Dimensions: 10 feet by 3 feet by 0.166 feet (0.184 CY).

# P. Nancy Street:

1. <u>Site 26 (along southwest corner of Nancy Drive and Melissa Drive</u> Intersection):

Replacement of cracked and washed-out two-lane asphalt road surface. Dimensions: 5 feet by 3 feet by 0.166 feet (0.092 CY).

# Q. West Park Street:

 <u>Site 27 (along West Park Street at East 4<sup>th</sup> Street Intersection)</u>: Replacement of cracked and washed-out two-lane asphalt road surface. Dimensions: 6 feet by 6 feet by 0.166 feet (0.221 CY).

The OWNER seeks BIDs from a Florida-Licensed General Contractor or Florida-Licensed Underground Utility Contractor that can provide all permits, labor, materials, equipment, tools, transportation, and supplies required for the coordination and rehabilitation of the City-Wide Roads and Sidewalks project at the locations referenced above in Parker, Florida. Work shall be completed in conformance with the Construction Drawings and Specifications provided by the OWNER.

# **QUALIFICATIONS**

The CONTRACTOR shall be a Florida-Licensed General Contractor or Florida-Licensed Underground Utility Contractor who specializes in roadway construction and rehabilitation. Subcontractors shall be Florida licensed in their trade. Additional information regarding Contractor's past performance and from references may be requested and considered to determine the Contractor's qualifications. BIDs may be deemed nonresponsive if not accompanied by proof of State of Florida General Contractor's License or Florida-Licensed Underground Utility Contractor. The project may be reimbursed by the Federal Emergency Management Agency (FEMA) as part of Disaster Recovery from Hurricane Michael FEMA Project No. DR# 4399 DR Damage# 253068 & 253101.

It is imperative that Bidders examine and become familiar with the Public Assistance Program established by the Federal Emergency Management Agency (FEMA).

Funding for the project may be made possible through this grant and is contingent on strict conformance to the guidelines set forth by Florida Department of Emergency Management (FDEM) and FEMA.

Bidders shall comply with the Federal Regulations Contract Requirements found in <u>ATTACHMENT 2 - SUPPLEMENTAL CONDITIONS (FEDERAL REGULATIONS)</u> of this contract document package.

#### **BID DEADLINE/DELIVERY**

SEALED BIDS will be received up until **2:00 p.m. (CDT)** on **Tuesday, March 15, 2022**, for <u>ITB 2022-01 – CITY OF PARKER - CITY-WIDE ROADS AND SIDEWALKS</u>. Bids will be publicly opened and read aloud at the City Council Meeting on **Tuesday, March 15, 2022 at 5:30 p.m.** Late submissions will not be accepted. Each BID shall be valid to the City of Parker for a period of 90 days after the Bid Opening.

BIDs shall be delivered to:

Ms. Taylor Jeffreys Public Works Administrator City of Parker Florida 1001 West Park Street Parker, Florida 32404

BIDs shall be received by the OWNER no later than the BID deadline. BIDDERs should submit one (1) original BID package labeled as "Original." BIDs shall be enclosed in a sealed envelope bearing the title of the work, the name of the BIDDER and the date of Bid Opening. It is the sole responsibility of the BIDDER to ensure that the BID is received on time. Late BIDs will not be accepted.

The OWNER will publicly open and read aloud each BID. Once the OWNER has determined the lowest, responsive, responsible BIDDER and has verified all BIDDER documentation, the selected BIDDER will be notified of intent to award the BID and to start the contract process.

#### SPECIAL ACCOMMODATION

Any person requiring a special accommodation at a Bid Opening because of a disability should call the City Clerk at (850) 871-4104 at least 5 workdays prior to the Bid Opening. For Hearing Impaired, Dial 1-800-955-8771 (TDD), and 1-800-955-8770 (Voice).

#### **BID DOCUMENTS**

Electronic versions of the solicitation documents are available on the City's webpage at www.cityofparker.com. Hard copies of the solicitation documents are also available at Parker City Hall, located at 1001 West Park Street, Parker, Florida 32404.

#### POINT OF CONTACT

The OWNER's representative, Mandy O'Regan, Project Administrator with Anchor CEI (<u>moregan@anchorcei.com</u>) is the only point of contact for this ITB. Under no circumstances may a BIDDER contact any City Council Member or other City employee concerning this ITB until after the contract has been awarded. Any such contact may result in disqualification.

#### QUESTIONS

BIDDERs shall submit all questions, in writing, to Mandy O'Regan at <u>moregan@anchorcei.com</u>. All questions shall be submitted no later than **5:00 p.m. (CST) on Friday, February 18, 2022.** 

# ADDENDA

Addenda issued after the initial specifications are released will be posted on the City's website at <u>www.cityofparker.com</u>.

It is the responsibility of the BIDDER prior to submission of any proposal to check the above website or contact the City of Parker to verify if any addenda have been issued. The receipt of all addenda must be acknowledged on the addenda response sheet provided within this BID package. Please e-mail Mandy O'Regan, ACEI (OWNER's Representative), at moregan@anchorcei.com with questions regarding the issuance of addenda.

# **BID FORM**

To receive consideration, all BIDs shall be made on the forms provided herein, properly executed and with all items filled out. Do not change the wording of the Bid Form and do not add words to the wording of the Bid Form. Alterations by erasure or interlineations must be explained or noted in the BID over the signature of the BIDDER.

#### COMPLETE BID AMOUNTS; EXAMINATIONS OF SPECIFICATIONS; WORK SITES

BIDs shall be calculated on the basis of unit cost pricing. The unit prices shall include all charges for completing the replacement, repair, or rehabilitation of the roadways and sidewalks as depicted on the drawings to include layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items needed to complete the BID. No allowance will be made to any BIDDER because of a claimed lack of examination or knowledge. The submission of a BID shall be construed as conclusive evidence that the BIDDER has made such examination.

#### WITHDRAWAL OF BIDS

Any BIDDER may withdraw his/her BID, either personally or by written request, at any time prior to the Bid Opening Date as posted in this ITB.

A BIDDER may not withdraw his BID for a period of 90 days after the date of Bid Opening and all BIDs shall be subject to acceptance by the OWNER during this period.

#### CANCELLATION

The OWNER may cancel this ITB, or reject in whole or in part, when it is in the best interest of the OWNER, as determined by the City Council or their designee. Notice of cancellation shall be posted on the City website. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurement of similar items.

#### BASIS OF AWARD

The contract will be awarded to the lowest, responsive, responsible BIDDER who has proposed the lowest qualified base bid and is deemed qualified by the City of Parker, subject to the OWNER's right to reject any or all BIDs and to waive informality and irregularity in the BIDs and proposing or to accept other than the lowest BID when considered to be in the best interest of the OWNER. The Contractor's past performance and references may be evaluated as part of this process.

#### RIGHT TO REJECT

In accordance with OWNER policies, the OWNER reserves the right to:

- 1. Reject any or all BIDs received.
- 2. Select and award any portion of any or all BID items.
- 3. Waive minor informalities and irregularities in the Respondent's BID.

A BID may be rejected if it is non-responsive or does not conform to the requirements and instructions in this ITB. A BID may be non-responsive by reasons, including, but not limited to:

- 1. Failure to utilize or complete prescribed forms.
- 2. Conditional BIDs.
- 3. Incomplete BIDs.
- 4. Indefinite or ambiguous BIDs.
- 5. Failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of BIDs include:

- 1. Evidence of collusion.
- 2. Obvious lack of experience or expertise to perform the required work.
- 3. Submission of more than one BID for the same work from an individual.
- 4. Respondent or corporation under the same or a different name.
- 5. Failure to perform or meet financial obligations on previous contracts.
- 6. Not delivered on or before the date and time specified as the due date for submission of the BID.

# **EXECUTION OF AGREEMENT**

The successful BIDDER shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the OWNER all required Contract Documents. The AWARDED BIDDER shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by the OWNER before the successful BIDDER may proceed with the work. The execution of the Agreement shall be contingent upon the AWARDED CONTRACTOR obtaining all required building permits.

# CONSTRUCTION TIME

The Agreement will include a stipulation that the work be completed in a period of 120 calendar days following receipt of the Notice to Proceed. Should the CONTRACTOR fail to complete the work by the specified date, the OWNER shall deduct from the Contract Sum the amount of \$100.00 per calendar day as liquidated damages for every day subsequent to the specified date until the work is fully completed and receipted by the OWNER as being completed. For purposes of time calculation, day one of the project is one calendar day after the Notice to Proceed date.

# PAYMENTS

Payments shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Florida Statutes.

#### LICENSING

BIDDER shall be properly licensed for the work specified in this Invitation to Bid. All BIDDERs are requested to submit any required license(s) with their BIDs. License(s) must be effective as of the Bid Opening date and must be maintained throughout the contract period. Failure to be properly licensed as stated above will result in the rejection of the BID as nonresponsive.

#### PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable state or federal law, all BIDDERs should be aware that BIDs, responses, and proposals are in the public domain. BIDDERs must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing, specifically the applicable exempting law.

Pursuant to Florida Statute Section119.071(1)(b), BIDs received as a result of this ITB will not become public record until such time as the OWNER provides notice of an intended decision or until 30 days after opening the BIDs, whichever is earlier.

# **EXEMPTION OF MEETINGS/PRESENTATIONS**

Pursuant to Florida Statute Section 286.0113(2), any portion of a meeting at which a negotiation with a contractor is conducted pursuant to a competitive solicitation, at which a contractor makes an oral presentation as part of a competitive solicitation, or at which a contractor answers questions as part of a competitive solicitation are exempt from public meeting requirements.

However, the OWNER must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record.

The recording of, and any records presented at, the exempt meeting are exempt from the public records law of Section 119.07(1), Florida Statute (2015) and Section 24(a), Article I of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the BIDs, submittals, or final replies, whichever occurs earlier.

If the OWNER rejects all BIDs, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from Section 119.07(1), Florida Statute (2015) and Section 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation.

A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all BIDs, submittals, or replies.

# REPRESENTATIONS

The Contract Documents contain the provisions required for the project. Information obtained from an office, Director, or employee of the OWNER for any other person shall not affect the risks or obligations assumed by the BIDDER or relieve the BIDDER from fulfilling any of the conditions of the contract.

# PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted contractor 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, contractor, 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 Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted contractor list. By submission of a proposal in response to this document, the contractor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

# EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- 1. All persons employed by the CONTRACTOR during the term of the Contract to perform employment duties within Florida; and
- 2. All persons, including contractors, subcontractors, assigned by the CONTRACTOR to perform work pursuant to the contract with the DHS and OWNER. By submission of a proposal in response to this document, the con CONTRACTOR tractor certifies compliance with the above requirements.

# WARRANTY

All goods and services furnished by BIDDER, relating to and pursuant to this ITB, will be warranted for a minimum for 1 year or as indicated in the Contract Documents, whichever is longer. In the event of a breach, the BIDDER will take all necessary action, at BIDDER's expense, to correct such breach in the most expeditious manner possible.

# SUBCONTRACTORS

The AWARDED BIDDER will be the prime service provider and shall be responsible for all work performed and contract deliverables. Proposed use of subcontractors should be included in the BIDDER's Response. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by the OWNER. The OWNER reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

All subcontractors are subject to the same requirements of this solicitation as the AWARDED BIDDER. The AWARDED BIDDER is the single point of contact for all work performed on the awarded project.

AWARDED BIDDER shall provide a single point of contact for matters in relation to the construction, as follows:

- 1. Name
- 2. Phone Number(s)
- 3. Email Address

# HOLD HARMLESS AND INDEMNIFICATION

1. The AWARDED BIDDER shall indemnify and hold harmless the OWNER, and its officers, agents, attorneys and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with contractor's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the contractor, or by any other person.

- 2. The parties understand and agree that such indemnification by the contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Contract and any statutes of limitations thereafter.
- 3. The AWARDED BIDDER's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

# DUTY TO PAY DEFENSE COSTS AND EXPENSES

- 1. The AWARDED BIDDER agrees to reimburse and pay on behalf of the OWNER the cost of the OWNER legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all:
  - a. claims described in the Hold Harmless and Indemnification paragraph; or,
  - b. other claims arising out of the contractor's performance of the Contract and in which the OWNER has prevailed.
- 2. The OWNER shall choose its legal defense team, experts, and consultants and invoice the AWARDED BIDDER accordingly for all fees, costs, and expenses upon the conclusion of the claim.
- 3. Such payment on the behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

# BONDS

A Bid Bond, in the amount of 5% of the proposed Base Bid contract amount, shall accompany each bid. The successful BIDDER's security will be retained until the contract has been signed and the BIDDER has furnished the required Public Construction Bond. The OWNER reserves the right to retain the security of the next BIDDER until the selected BIDDER enters into contract or until 90 days after Bid Opening, whichever is shorter. All other BID security will be returned as soon as practicable.

Prior to signing the Contract, the AWARDED BIDDER will secure and post a Public Construction Bond pursuant to Section 255.05 of the Florida Statutes. All such bonds shall be issued by a Surety acceptable to the OWNER. The OWNER will designate to whom subject bonds shall be posted. Failure or refusal to furnish adequate bonds in a satisfactory form shall subject the AWARDED BIDDER to loss of time from the allowable construction period equal to the time of delay in furnishing the required bonds.

# TERMINATION FOR CONVENIENCE

The OWNER may terminate any awarded <u>contract</u> at any time for any reason by giving at least a 30-day notice in writing to the AWARDED BIDDER. If the contract is terminated by the OWNER as provided herein, the AWARDED BIDDER will be entitled to receive payment for those services reasonably performed to the date of termination.

# **TERMINATION FOR CAUSE**

This Contract may be terminated by the OWNER if the AWARDED BIDDER is found to have submitted a false certification as required under Section 215.471 (5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.

If the AWARDED BIDDER fails to comply with any of the terms and conditions of the awarded Contract, the OWNER may give notice, in writing, to the AWARDED BIDDER of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the OWNER may, with no further notice, declare the awarded contract to be terminated.

The AWARDED BIDDER will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the OWNER by reason of the AWARDED BIDDER's failure to comply with the awarded Contract. Notwithstanding the above, the AWARDED BIDDER is not relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of this Contract by the AWARDED BIDDER and the OWNER may withhold any payments to the AWARDED BIDDER for the purpose of setoff until such time as the amount of damages due the OWNER from the AWARDED BIDDER is determined.

# **BID PROTEST**

A notice of protest must be submitted within three business days after posting of the recommendation of award on the City website at <u>www.cityofparker.com</u>. The protest must be in writing, via e-mail or letter and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest.

The notice of protest is considered filed when it is received by the City Clerk. Further information may be found in the City Code.

# ANTICIPATED SCHEDULE

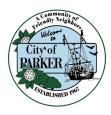
This schedule may be altered solely at the OWNER's discretion:

ITB Advertisement:	Friday, January 21, 2022, and				
	Friday, February 4, 2022				
Questions Due Date:	Friday, February 18, 2022 (5:00 p.m. CST)				
Bid Deadline:	Tuesday, March 15, 2022 (2:00 p.m. CST)				
Award Recommendation Council Meeting:	Tuesday, April 5, 2022				
Installation Complete:	Within 120 days of Notice to Proceed				

#### **BID CHECKLIST**

Please submit one original of the items on the following list and any other items required by any section of this ITB. The checklist is provided as a courtesy and may not be all inclusive of items required within this ITB.

- 1. VALID FLORIDA-REGISTERED GENERAL CONTRACTOR'S LICENSE
- 2. BID FORM
- 3. BID BOND
- 4. ADDENDUM ACKNOWLEDGEMENT
- 5. ANTI-COLLUSION CLAUSE
- 6. CONFLICT OF INTEREST DISCLOSURE FORM
- 7. IDENTICAL TIE BIDS/DRUG FREE WORKPLACE
- 8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- 9. 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING



INVITATION TO BID 2022-01 CITY OF PARKER CITY-WIDE ROADWAYS AND SIDEWALKS

# ATTACHMENT C REVISED MEASUREMENT AND PAYMENT

#### SECTION 01150 MEASUREMENT AND PAYMENT

#### PART 1 - SCOPE OF WORK

- A. The scope of this section of the Contract Documents is to further define the items included in each Bid Item in the Bid Proposal section of these Specifications.
- B. Payment will be made based on the specified items included in the description in this section for each bid item.

#### 1.02 GENERAL

- A. All Contract Prices included in the Bid Proposal section will be full compensation for all labor, materials, tools, equipment and incidentals necessary to complete the construction as shown on the drawings and/or as specified in the Contract Documents to be performed under this contract.
- B. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction in the manner set up for each item in this section of the specifications.
- C. Payment for all items listed in the Bid Form will constitute full compensation for all work shown and/or specified to be performed under this project.

#### 1.03 ESTIMATED QUANTITIES

- A. The quantities shown are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made.
- B. The OWNER/ENGINEER does not assume any responsibility for the final quantities, nor shall the CONTRACTOR claim misunderstanding because of such estimate of quantities.
- C. Final payment will be made only for satisfactorily completed quantity of each item.

#### 1.04 WORK OUTSIDE AUTHORIZED LIMITS

A. No payment will be made for work constructed outside the authorized limits of work.

# 1.05 MEASUREMENT STANDARDS

A. Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally or vertically.

#### 1.06 AREA MEASUREMENTS

A. In the measurement of items to be paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the final dimensions measured along the surface of the completed work within the neat lines shown or designated.

#### 1.07 LUMP SUM ITEMS

- A. Where payment for items is shown to be paid on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item.
- B. Lump sum bid items shall be complete, tested and fully operable prior to request for final payment.
- C. Measurement shall be based upon the ENGINEER's estimate of percent complete per partial payment period.

#### 1.08 UNIT PRICE ITEM

- A. Separate payment will be made for the items of work described herein and listed on the Bid Form.
- B. Any related work not specifically listed but required for satisfactory completion of the work shall be considered to be included in the scope of the appropriate listed work items.

#### 1.09 OTHER PROVISIONS

- A. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work unless indicated otherwise in the individual bid item.
  - 1. Clearing, grubbing, and grading.
  - 2. Replacement and/or repair of existing utilities damaged during construction.
  - 3. Trench excavation, including necessary pavement removal, rock removal, muck removal and restoration unless a separate bid item is listed in the Bid Form.
  - 4. Ditch and swale restoration.
  - 5. Structural fill, backfill and grading.
  - 6. Foundation and borrow materials.

- 7. Maintaining the existing quality of service during construction.
- 8. Appurtenant work as required for a complete and operable system.
- B. Final payment shall not be requested by the CONTRACTOR or made by the OWNER until record drawings have been submitted to the ENGINEER.

#### PART 2 - PRODUCTS (NOT APPLICABLE)

#### PART 3 - EXECUTION

#### 3.01 BASE BID

- A. BID ITEM 1 MOBILIZATION/DEMOBILIZATION
  - 1. Payment for all work included under this bid item will be made at the lump sum price bid for mobilization and demobilization of all labor, equipment, materials, and appurtenances necessary for construction of the project.
  - 2. Mobilization shall include all those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities.
  - 3. Also included as part of this bid item is the cost for project indemnifications, video and photographs, shop drawings, working drawings, schedules, record drawings and documents, coordination, and phasing and other miscellaneous items associated with the work.
  - 4. Measurement for this bid item will be lump sum. The lump sum price for mobilization/demobilization will be limited to 10% of the total contract base bid amount.
  - 5. Seventy percent (70%) of the lump sum price will be payable with the first month's partial payment.
  - 6. The remaining 30% will be payable with the final partial payment.
- B. BID ITEM 2 BONDS AND INSURANCE
  - 1. Payment for this bid item shall be made at the lump sum price bid for all bonds and insurance policies as required by the Contract Documents.
  - 2. Payment will be made only after proper documentation is provided

to the ENGINEER. Measurement of this bid item shall be lump sum.

- 3. THIS BID ITEM SHALL NOT EXCEED 5.0% OF THE ENTIRE CONTRACT BID AMOUNT.
- C. BID ITEM 3 EROSION CONTROL
  - 1. Payment for all work included under this bid item will be made at the lump sum price bid for all work associated with the prevention, control and abatement of erosion and water pollution in accordance with the contract documents.
  - 2. Payment shall include all items and incidentals necessary to complete the work in conformance with NPDES and other permit requirements.
  - 3. Measurement for work included under this bid item will be lump sum.
- D. BID ITEM 4 MAINTENANCE OF TRAFFIC
  - 1. Payment for all work included under this bid item will be made at the lump sum price bid for maintenance of traffic in accordance with the FDOT Standards.
  - 2. Payment shall include all maintenance of traffic necessary for construction of the improvements indicated in plans.
  - 3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.
  - 4. Measurement for the work included under this bid item shall be lump sum.
- E. BID ITEM 5 LAYOUT AND AS-BUILTS BY PLS
  - 1. Payment for the work included under this bid item shall be made at the lump sum price bid for all work associated with furnishing all layouts of the improvements as well as surveys and preparation of record drawings as required under the contract documents.
  - 2. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.
  - 3. Measurement for the work included under this bid item shall be lump sum.

# F. BID ITEM 6 – CONCRETE FLUMES

- 1. Payment for all work included under this bid item will be made as a percentage of work completed for all work related to restoring each area disturbed to pre-construction conditions and shall include removing and replacing concrete flumes at locations shown on the Contract Drawings by removing existing flume, constructing new flume, as well as seeding or sodding in areas where construction disturbed landscape, in accordance with the contract documents.
- 2. Payment shall include, but not be limited to site restoration, removal and replacement of landscaping, concrete, curbing, fencing, drainage and other required and associated work or materials.
- 3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.
- G. BID ITEM NO. 7 ASPHALT FLUMES
  - 1. Payment for all work included under this bid item will be made as a percentage of work completed for all work related to restoring each area disturbed to pre-construction conditions and shall include removing and replacing asphalt flumes at locations shown on the Contract Drawings by removing existing flume, constructing new flume, as well as seeding or sodding in areas where construction disturbed landscape, in accordance with the contract documents.
  - 2. Payment shall include, but not be limited to site restoration, removal and replacement of landscaping, asphalt, curbing, fencing, drainage and other required and associated work or materials.
  - 3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.

#### H. BID ITEM NO. 8 – ASPHALT ROAD

- 1. Payment for all work included under this bid item will be made as a percentage of work completed for all work related to restoring each area disturbed to pre-construction conditions and shall include by saw cutting existing asphalt roadway at locations shown on the Contract Drawings by removing existing asphalt, constructing new asphalt roadway, as well as seeding or sodding in areas where construction disturbed landscape, in accordance with the contract documents.
- 2. Payment shall include, but not be limited to site restoration, removal and replacement of landscaping, concrete, curbing, fencing,

drainage and other required and associated work or materials.

- 3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.
- I. BID ITEM NO. 9 ROAD BASE
  - 1. Payment for all work included under this bid item will be made as a percentage of work completed for all work related to restoring each area disturbed to pre-construction conditions and shall include by saw cutting existing asphalt roadway at locations shown on the Contract Drawings by removing existing road base, laying new road base, as well as seeding or sodding in areas where construction disturbed landscape, in accordance with the contract documents.
  - 2. Payment shall include, but not be limited to site restoration, removal and replacement of landscaping, road base, curbing, fencing, drainage and other required and associated work or materials.
  - 3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.
- J. BID ITEM NO. 10 CONCRETE SIDEWALKS
  - 1. Payment for all work included under this bid item will be made as a percentage of work completed for all work related to restoring each area disturbed to pre-construction conditions and shall include by saw cutting existing 4- and 5-foot-wide sidewalks at locations shown on the Contract Drawings by removing existing sidewalk material, constructing new sidewalks, as well as seeding or sodding in areas where construction disturbed landscape, in accordance with the contract documents.
  - 2. Payment shall include, but not be limited to site restoration, removal and replacement of landscaping, sidewalks, curbing, fencing, drainage and other required and associated work or materials.
  - 3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.
- K. BID ITEM NO. 11 CONCRETE DRIVEWAYS
  - 1. Payment for all work included under this bid item will be made as a percentage of work completed for all work related to restoring each area disturbed to pre-construction conditions and shall include by saw cutting existing concrete driveways at locations shown on the Contract Drawings by removing existing concrete material,

constructing new driveways, as well as seeding or sodding in areas where construction disturbed landscape, in accordance with the contract documents.

- 2. Payment shall include, but not be limited to site restoration, removal and replacement of landscaping, driveways, curbing, fencing, drainage and other required and associated work or materials.
- 3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.
- L. BID ITEM NO. 12 REINFORCED CONCRETE PIPE
  - 1. Payment for all work included under this bid item will be made as a percentage of work completed for all work related to restoring each area disturbed to pre-construction conditions and shall include constructing new 18-inch reinforced concrete piping (RCP) at location shown on the Contract Drawings by removing existing concrete piping as well as seeding or sodding in areas where construction disturbed landscape, in accordance with the contract documents.
  - 2. Payment shall include, but not be limited to site restoration, removal and replacement of landscaping, RCP, curbing, fencing, drainage and other required and associated work or materials.
  - 3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.
- M. BID ITEM NO. 13 GALVANIZED STEEL STORM GRATE
  - 1. Payment for all work included under this bid item will be made as a percentage of work completed for all work related to restoring each area disturbed to pre-construction conditions and shall include replacing the galvanized steel storm grate at location shown on the Contract Drawings by removing existing storm grate as well as seeding or sodding in areas where construction disturbed landscape, in accordance with the contract documents.
  - 2. Payment shall include, but not be limited to site restoration, removal and replacement of landscaping, storm grate, curbing, fencing, drainage and other required and associated work or materials.
  - 3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.

#### N. BID ITEM NO. 14 – RESTORATION

- 1. Payment for all work included under this bid item will be made as a percentage of work completed for all work related to restoring each area disturbed to pre-construction conditions and shall include removing and replacing asphalt at locations shown on the Contract Drawings where the replacement of pipe was completed by saw cutting existing asphalt, roadway base and subbase materials as well as seeding or sodding in areas where construction disturbed landscape, in accordance with the contract documents.
- 2. Payment shall include, but not be limited to site restoration, removal and replacement of landscaping, concrete, curbing, fencing, drainage and other required and associated work or materials.
- 3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.

#### O. BID ITEM NO. A.6.1 – ADDITIVE ALTERNATE A.6.1 SITE 11 - MEADOW STREET AND NORTH LAKEWOOD DRIVE

- 1. Payment for all work included under this bid item will be made as a percentage of work completed for all work related to restoring each area disturbed to pre-construction conditions and shall include the ADDITIONAL cost of removing and replacing the existing 8-inch concrete masonry unit (CMU) with like-kind or approved equal material at the Additive Alternate location shown on revised SHEET C1.1 of the on the Contract Drawings in accordance with the contract documents.
- 2. Payment shall include, but not be limited to site restoration, removal and replacement of the CMU and other required and associated work or materials.
- 3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.
- P. BID ITEM NO. A.6.2 ADDITIVE ALTERNATE A.6.2 SITE 2 -WEST STREET
  - Payment for all work included under this bid item will be made as a percentage of work completed for all work related to restoring each area disturbed to pre-construction conditions and shall include the ADDITIONAL cost of removing and replacing the concrete flume and sidewalls on West Street (±192 square feet by 0.333 feet or 2.38 CY) at the Additive Alternate location shown on revised SHEET C1.2 of the Contract Drawings in accordance with the contract documents.

- 2. Payment shall include, but not be limited to site restoration, removal and replacement of the concrete flume and sidewalls in its entirety at this location and other required and associated work or materials.
- 3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.

# END OF SECTION 01150



INVITATION TO BID 2022-01 CITY OF PARKER CITY-WIDE ROADWAYS AND SIDEWALKS

# ATTACHMENT D REVISED BID FORM

#### BID FORM ITB NO: 2022-01

This proposal of,	hereinafter called "BIDDER," organized and
existing under the laws of the State of	doing business as (Insert "a corporation"
or "a partnership" or "an individual" as app	olicable)
is hereby submitted to the City of Parker.	

In compliance with the ADVERTISEMENT FOR BIDS, BIDDER hereby proposes to perform work associated with the City-Wide Roads and Sidewalks project at certain locations within the City of Parker as identified in the Instruction to Bidders of this Contract Document and Construction Drawings, as described in this BID, complete in every detail. Please see BID-FORM page 2 to complete BID FORM in detail.

BID should include all applicable taxes, shipping charges and fees as applicable.

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

The Unit Contract Price is:

	(\$
_Date:	

# CITY OF PARKER RFP 2022-01: CITY-WIDE ROADS AND SIDEWALKS

BID FORM (PLEASE COMPLETE)					
Bid Item #	Description	Qty	Unit	Cost	Total
1.	Mobilization/Demobilization (10% of the total contract base bid amount)	1	LS	\$	\$
2.	Bonds and Insurance (5% of the total contract base bid amount)	1	LS	\$	\$
3.	Erosion Control	1	LS	\$	\$
4.	Maintenance of Traffic	1	LS	\$	\$
5.	Layout and As-Builts by PLS	1	LS	\$	\$
6.	Concrete Flumes (2 locations) (approximately 0.863 CY of concrete for flumes)	1	LS	\$	\$
7.	Asphalt Flumes (7 locations) (approximately 10.813 CY of asphalt for flumes)	1	LS	\$	\$
8.	Asphalt Road (18 locations) (approximately 10.25 CY of Asphalt)	1	LS	\$	\$
9.	Road Base (2 locations) (approximately 3.52 CY of road base)	1	LS	\$	\$
10.	Concrete Sidewalks (two 5-foot wide; one 4-foot wide) (approximately 24.186 CY of concrete)	1	LS	\$	\$
11.	Concrete Driveway (10 feet wide) (approximately 1.85 CY of concrete)	1	LS	\$	\$
12.	18-inch RCP (2 RCPs)	15	LF	\$	\$
13.	Galvanized Steel Storm Grate (4-foot by 4-foot)	1	EA	\$	\$
14.	Restoration	1	LS	\$	\$
	Bid Total (Line Items 1 to 14)				

A.6.1	Additive Alternate for Bid Item 6.1 – ADDITIONAL cost of replacing the full extent of the concrete flume and wall on Meadow Street as opposed to just replacing the concrete flume (Refer to SHEET C1.1).	1	LS	\$ \$
A.6.2	Additive Alternate for Bid Item 6.2 – ADDITIONAL cost of replacing the full extent of the concrete flume on West Street as opposed to just replacing a portion (Refer to SHEET C1.2).	1	LS	\$ \$