

Meeting Date: 1/11/2011



Agenda Item # 4b

# CITY COUNCIL AGENDA ITEM

Contact Name: Paul Johnson

Department Director: *Paul Johnson*

Department/Contact # 775-5446

City Manager: Jamie Croteau

- Type of Item:
- Public Hearing
  - Ordinance First Reading
  - Ordinance Second Reading
  - Resolution
  - Discussion & Action
  - Council Approval

**Subject:** Bid Award – Sidewalk Construction

**BACKGROUND:** An advertisement for bids for Sidewalk Construction was placed on November 13, 2010 with a closing date of December 14, 2010. The City had an existing agreement for sidewalk construction with Milletello Construction that could have been extended for an additional year in accordance with the agreement. Although Milletello has provided excellent service to the City, staff felt that current economic conditions could allow us to reduce the cost of these services. We received bids from eight firms; Built Rite Construction, Sparks Concrete, LLC, Whitehouse Contracting, LLC, Blue Ox Enterprises, LAS Contracting Corp., All Terrain Tractor Inc., Truant Construction, LLC, and MAI. All Terrain Tractor Inc. provided the most cost effective responsible bid for the requested services.

**RECOMMENDATIONS:** That City Council authorize the City Manager to enter into an agreement with All Terrain Tractor Inc. for sidewalk construction as provided in the bid request.

**ATTACHMENTS:** Advertisement for Bids, Bid Documents, Bid Pricing Sheet, Bid Tabulation Sheets (3), Copy of Contract

**FINANCIAL IMPACT:** The City will realize a reduction in the cost of sidewalk construction services but there is no significant impact on the budgeted sidewalk construction expenditures.

Reviewed by City Attorney \_\_\_\_\_

Reviewed by Finance Dept. \_\_\_\_\_

Reviewed by: \_\_\_\_\_

<b>1<sup>st</sup> Discussion Date:</b> 1/11/2011	<b>2<sup>nd</sup> Discussion Date:</b> date.	<b>Third Discussion Date:</b> date.	<b>Other Dates:</b> date.
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# **CITY OF ORANGE CITY**

## **Advertisement for Bids**

### **Sidewalk Construction**

**REPLIES DUE: December 14, 2010 at 2:00 PM**

**Refer ALL Inquiries to:**

Paul Johnson, Public Works Director  
City of Orange City  
205 East Graves Avenue  
Orange City, FL 32763  
(386) 775-5446  
(386) 775-5448 fax  
[pjohnson@ci.orange-city.fl.us](mailto:pjohnson@ci.orange-city.fl.us)

ADVERTISEMENT FOR BIDS  
FOR  
CITY OF ORANGE CITY, FLORIDA  
SIDEWALK CONSTRUCTION

NOTICE IS HEREBY GIVEN: That sealed bids in duplicate, will be received by the City of Orange City, Florida, at the office of the City Clerk, 229 East Graves Avenue, Orange City, Florida 32763, until 2:00 p.m., September 14, 2007, at which time they will be opened and publicly read aloud in Council Chambers, 201 North Holly Avenue, Orange City, Florida. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

DESCRIPTION OF WORK: All work for the Project shall be in accordance with the Technical Specifications and the proposed bid will be awarded, if award is made, under one Contract. Bids shall be submitted for furnishing and delivering all materials, including labor, which generally involves:

- Sidewalk Construction – Removal/repair and installation of sidewalks throughout the City.

BIDDING DOCUMENTS: Available for review starting on August 27, 2007 at:

City Clerk's Office  
229 East Graves Avenue  
Orange City, FL 32763  
(386) 775-5403

Bids shall be prepared from complete Bidding Documents. Addenda will be sent via registered mail to all holders of complete solicitation Bidding Documents up to seventy-two (72) hours before bid time. Brief addenda may be issued between seventy-two (72) hours and twenty-four (24) hours before Bid time by fax to all holders of complete Bidding Documents.

A request including the name, address and telephone-number of the bidder shall be required to obtain a set of Bidding Documents. Only complete sets of the Bidding Documents will be distributed. Only holders of complete sets of the Bidding Documents will receive addenda.

BID SUBMITTAL: A single bid shall be submitted. The contract will be awarded pursuant to the requirements of applicable state and federal laws and regulations.

Bids shall be enclosed within a sealed envelope, in duplicate, with the words "**Bid for Sidewalk Construction**" and the bidder's name and address shown on the outside thereof. Bids must be received no later than the time set forth herein. The City of Orange City will not be responsible for any lost or late arriving bids sent via the U.S. Postal Service or other delivery services. Mailed bids shall be sent to the attention of "City Clerk".

DEFINITIONS: Terms used in this "Advertisement for Bids" which are defined in the Bidding Documents shall have the meanings assigned to them by the Bidding Documents.

AWARD OF CONTRACT(S): If the Contract is to be awarded, it will be awarded on the basis of the most responsive, responsible, lowest "Total Bid". Additive or deductive alternates will be considered in determining the lowest responsive bidder. The City reserves the right to accept any or all additive or deductive alternates at its sole discretion subsequent to award of the Contract.

The City reserves the right to waive technicalities or irregularities, to reject any or all bids, and to accept that Bid which is in the best interest of the City.

CITY OF ORANGE CITY, FLORIDA

BY: \_\_\_\_\_  
Deborah J. Renner, CMC  
City Clerk

Address: City of Orange City  
229 East Graves Avenue  
Orange City, Florida 32763

To be published one (1) time in the DAYTONA BEACH NEWS-JOURNAL on August 25, 2007.

**TABLE OF CONTENTS**

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS**

Contact Information: ..... 7  
Delays: ..... 7  
Execution of Bid: ..... 7  
Bidder Information: ..... 7  
Joint Ventures: ..... 7  
Bid Opening: ..... 7  
Taxes: ..... 7  
Certificates: ..... 8  
Discounts: ..... 8  
Mistakes: ..... 8  
Award Term: ..... 8  
Price Re-Determination: ..... 8  
Invoicing and Payment: ..... 8  
General: ..... 8  
Additional Terms and Conditions: ..... 8  
Interpretations: ..... 9  
Addendum: ..... 9  
Protests: ..... 9  
Conflict of Interest: ..... 9  
Legal Requirements: ..... 9  
Drug-Free Workplace: ..... 9  
Award: ..... 9  
EEO Statement: ..... 9  
Contractual Agreement: ..... 9  
Governmental Restrictions: ..... 9  
Permits/Licenses/Fees: ..... 10  
Indemnification: ..... 10  
Advertising: ..... 10  
Assignment: ..... 10  
Compliance with Occupational Safety and Health: ..... 10  
Responsibility: ..... 10  
Facilities: ..... 10  
Disqualification of Bidder: ..... 10  
Adjustments/Changes/Deviations: ..... 10  
Public Records: ..... 10  
Bid Preparation Costs: ..... 11  
Acceptance/Rejection: ..... 11

**SECTIONS**

1.0 General Conditions ..... 12  
1.1 Additional Terms & Conditions: ..... 12  
1. OSHA: ..... 12  
2. Safety Precautions: ..... 12  
3. Quality: ..... 12  
4. Liability, Insurance, Licenses & Permits: ..... 12

5. Certificates of Insurance:.....	12
6. Default/Failure to Perform: .....	12-13
7. Cancellation:.....	13
8. Parts of Contract: .....	13
9. Additional Information May Be Requested: .....	13
10. Right to Review: .....	13
11. Assignment:.....	14
12. Laws, Permits & Regulations:.....	14
13. Optional Contract Usage: .....	14
14. Public Entity Crimes.....	14
2.0 Special Conditions:.....	14
2.1 Purpose: .....	14
2.2 Payment .....	14
2.3 Completion Time:.....	14
2.4 Additions/Deletions of Areas: .....	15
2.5 Prices Shall Be Fixed and Firm for Term of Contract: .....	15
2.6 Insurance: .....	15
2.7 Liquidated Damages:.....	15
2.8 Conditions of Work:.....	15
2.9 Protection:.....	15
2.10 Hours of Work:.....	16
2.11 Employees: .....	16
2.12 Warranty:.....	16
2.13 Locates:.....	16
2.14 References & Sub-Contractors:.....	16
2.15 Complete Project Required: .....	16
2.16 Bid Submittal.....	16
2.17 Bidder Qualifications.....	17
2.18 Late Bids.....	17
2.19 Exceptions to Specifications.....	17
2.20 Complete Information Required on Bid Form .....	17
2.21 Contract Renewals.....	17
2.22 General Specifications.....	17-18
3.0 Technical Specifications.....	18
3.1 Temporary Facilities.....	18
3.2 Security.....	18
3.3 Special Controls.....	18-19
3.4 Maintenance of Traffic .....	19
3.5 Project Identification .....	19
3.6 Project Housekeeping.....	19
3.7 Poured Concrete .....	20
3.7.1 Description .....	20
3.7.2 Quality Assurance (installation).....	20
3.7.3 Products .....	20
3.7.4 Execution.....	20
3.7.5 Installation .....	21-22
3.8 Protection Storm Drains .....	22
3.8.1 Protection.....	22
3.9 Tree Removal & Preservation .....	22

3.9.1 Removals .....	22
3.9.2 Preservation .....	22
3.10 Restoration.....	23
3.10.1 Materials .....	23
3.10.2 Installation .....	23
3.10.3 Quality Assurance (restoration).....	23
3.11 Repairs .....	23
3.11.1 Pavement .....	23
3.11.2 Execution.....	23
3.11.3 Quality Assurance (repairs).....	23
Bid Form: .....	25-27
Non-Collusive Bid Certificate: .....	28-29
List of Subcontractors: .....	30
Statement of Experience of Bidder/References Form: .....	31
Additional Information:.....	32
Bidder Information: .....	33-34
Drug Free Work Place Form: .....	35
Questionnaire.....	36-38
Statement of No Bid: .....	39
Contract: .....	40
Notice of Award Form: .....	41

## **GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS**

These documents constitute the complete set of terms and conditions, specification requirements, and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. Bidders shall submit three (3) complete sets (one [1] original and two [2] copies) of their bid complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids which do not comply with these requirements may be rejected at the option of the City.

**CONTACT:** All prospective bidders are hereby instructed not to contact any member of the City of Orange City Council, City Manager, or City of Orange City Staff members other than the noted contact person regarding this Invitation to Bid or their bid proposal at any time during the bid process. Any such contact shall be cause for rejection of your bid proposal.

**DELAYS:** The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

**EXECUTION OF BID:** Bid must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly sign the Bid shall invalidate same, and it shall not be considered for award. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

**BIDDER INFORMATION:** Bidder shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the Bidder Information Sheet, whichever part applies, and include with their bid submittal.

**JOINT VENTURES:** Bids submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this Invitation to Bid.

**BID OPENING:** Shall be public on the date and at the time specified. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are **not** acceptable. A bid may **NOT** be altered by the Bidder after opening of the bids. Bid tabulations will be furnished upon written request which includes a self-addressed, stamped envelope. Persons with disabilities needing assistance to participate in the Public Bid Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-775-5403.

**TAXES:** The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Public Works Director will provide an exemption certificate to the awarded Bidder. Vendors/contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

**CERTIFICATES:** The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, and Federal Employee Identification Number.

**DISCOUNTS:** Cash discounts for prompt payment shall **not** be considered in determining the lowest net cost for bid evaluation purposes.

**MISTAKES:** Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

**AWARD TERM:** Bid will run for an initial period of one (1) year, renewable for three additional one (1) year periods. Both the City and the vendor must mutually agree upon the renewals in writing. Rates quoted will be firm for the first year and will or will not be changed based on the guidelines outlined in the following paragraph "Price Re-determination.

**PRICE RE-DETERMINATION** The Contractor may petition the Public Works Director for price re-determination within forty-five (45) days of the expiration of each term of the contract. Any price re-determination will include all items awarded. If the City and the Contractor cannot agree on any price re-determination, then the contract will expire. *(See other conditions under Special Terms and Conditions)*

**INVOICING AND PAYMENT:** Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Clerk's Office at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of SIDEWALKS delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent; be clearly marked as "complete" or "final" invoice.
- c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).
- d. The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the Bid Response Form.

**GENERAL:** The City of Orange City requires the service of private firms to provide materials, supplies and/or services on an as needed basis, as indicated herein, to support the City's needs.

**ADDITIONAL TERMS AND CONDITIONS:** Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

**INTERPRETATIONS:** All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing (facsimile transmission acceptable (386) 775-5448, and received by the City at least seven (7) calendar days prior to the Bid Opening. Inquires shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of, or changes to, the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda or addendum acknowledgement with their bid.

**ADDENDUM:** The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to Bid Documents, in the form of a written addendum. If revisions to the Bid Documents become necessary, the City will post a written addendum to the Orange City website and send an email/fax to all Bidders who received a bid package.

**PROTESTS:** Any Bidder who disputes the bid selection or contract award recommendation shall file such protest according to the bid protest procedures. These procedures are available upon request from the City.

**CONFLICT OF INTEREST:** All Bidders must disclose with their bid the name of any officer, director, or Agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

**LEGAL REQUIREMENTS:** Bidders are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

**DRUG-FREE WORKPLACE:** Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

**EEO STATEMENT:** The City is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

**CONTRACTUAL AGREEMENT:** The contents of this Bid and all provisions of the successful bid proposal deemed pertinent by the City may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, may or may not be issued. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida.

**GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Public Works Director at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

**PERMITS/LICENSES/FEES:** Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made. Adherence to all applicable code regulations (Federal, State, City) are the responsibility of the Contractor.

**INDEMNIFICATION:** The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

**ASSIGNMENT:** Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Finance Department.

**COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:** Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

**RESPONSIBILITY:** A Bidder must have at the time of bid opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product bid, and capable of producing or providing the items bid, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request.

**FACILITIES:** The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

**DISQUALIFICATION OF BIDDER:** More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

**ADJUSTMENTS / CHANGES / DEVIATIONS:** No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the City. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

**PUBLIC RECORDS:** Upon award recommendation or ten (10) days after opening, whichever is earlier, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3) (o), Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid and must

identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Bids may be reviewed at Clerk's Office, 229 East Graves Avenue, Orange City, FL 32763

**BID PREPARATION COSTS:** Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

**ACCEPTANCE / REJECTION:** The City of Orange City reserves the right to accept or reject any or all bids and to make the award to that Bidder, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Orange City also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City of Orange City reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The City of Orange City reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

**ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

# **Scope of Work for SIDEWALK CONSTRUCTION**

## **SECTION 1.0 GENERAL CONDITION**

The City of Orange City is requesting sealed bids for the removal/repair and installation of sidewalks throughout the City. The initial award of this bid will be for the period from the date of award through September 30, 2008 and for three one year periods after that upon mutual agreement of both parties of each annual extension.

### **1.1 ADDITIONAL TERMS AND CONDITIONS**

#### **1. OSHA:**

The bidder warrants that the product and services supplied to the City of Orange City, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

#### **2. SAFETY PRECAUTIONS:**

The bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder.

#### **3. QUALITY:**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, unless recycled materials are certified by bidder, the latest model, of the best quality, and highest grade workmanship.

#### **4. LIABILITY, INSURANCE, LICENSES AND PERMITS:**

Where bidders are required to enter or go onto City of Orange City property to deliver materials or perform work or services as a result of a bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Volusia County and City of Orange City building requirements. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder or any person the bidder has designated in the completion of the contract as a result of the bid.

#### **5. CERTIFICATES OF INSURANCE:**

After acceptance of bid and prior to award of bid, the City will notify the successful bidder to submit Certificate of Insurance in the amount specified in Special Conditions.

#### **6. DEFAULT/FAILURE TO PERFORM:**

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated. Upon default by the successful bidder to meet any terms of this agreement, the City will notify the bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

A) Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the contract.

B) Failure to begin the work under this contract within the time specified.

C) Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.

D) Neglecting or refusing to remove materials or perform new work where prior work has been rejected as non conforming with the terms of the contract.

E) Becoming insolvent, being declared bankrupt, or committing an act of bankruptcy or insolvency, or making an assignment renders the successful bidder incapable of performing the work in accordance with and as required by the contract.

F) Failure to comply with any of the terms of the contract in any material respect. In the event of default of a contract, the successful bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

**7. CANCELLATION:**

The City of Orange City reserves the right to cancel this contract by written notice to the contractor effective the date specified in the notice should any of the following applies:

A) The contractor is determined by the City to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to the City. In the event the contractor is found to be in default, the contractor will be paid for all labor and materials provided as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.

B) The City has determined that such cancellation will be in the best interest of the City to cancel the contract for its own convenience.

C) Funds are not available to cover the cost of the services. The City's obligation is contingent upon the availability of appropriate funds.

**8. PARTS OF CONTRACT:**

The General Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder's Bid are collectively an integral part of the contract between the City of Orange City and the successful Bidder.

**9. ADDITIONAL INFORMATION MAY BE REQUESTED:**

While the City of Orange City may determine to award a contract to a Bidder(s) under this Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by the City. If the Bidder is in default, the City, through the Public Works Director, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

**10. RIGHT TO RENEW:**

The City reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this bid.

**11. ASSIGNMENT:**

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Orange City.

**12. LAWS, PERMITS AND REGULATIONS:**

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.

**13. OPTIONAL CONTRACT USAGE:**

At the option of the Contractor, other Governmental Entities in the State of Florida may purchase from the resulting contract under the same terms, conditions and specifications.

**14. PUBLIC ENTITY CRIMES:**

As provided in Section 287.133(2) (a), Florida Statutes, 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 S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**SECTION 2.0 SPECIAL CONDITIONS**

**2.1 PURPOSE:**

The purpose of this bid is to establish a contract, by means of sealed bids, for the furnishing of all labor, equipment, materials and expertise as required for the installation of five foot wide sidewalks, pavement, handicap ramps, and sod throughout the City of Orange City and for any and all additional sidewalks needed on an as needed basis throughout the contract period, as specified herein, from a source that will give prompt and efficient service. The City reserves the right to award to more than one bidder.

**2.2 PAYMENT:**

Payment will be made in accordance with progress payments as established at the time of contract award and once work has passed final inspection by the City. Bidder shall submit a unit price complete inclusive of all labor, equipment, materials needed to furnish, deliver, erect, install and connect completely all of the material and appliances described herein, and supply all other incidental material and appliances, tools, transportation, etc., required to make the work complete, and to leave the area(s) in first class condition. The City will pay the contract price minus any liquidated damages and/or other damages to the Bidder upon final completion and acceptance.

**2.3 COMPLETION TIME:**

Bidders shall start the project within ten (10) days after written Notice to Proceed and shall complete the work within one year of issuance of Notice to Proceed. The City seeks a source of supply that will provide accurate and timely service. The awarded bidder must adhere to the construction schedule. If, in the opinion of the Public Works Director, the successful bidder fails at any time to meet the requirements herein, then the contract may be cancelled upon written notice.

#### **2.4 ADDITIONS/DELETIONS OF AREAS:**

Although this solicitation identifies an approximate amount of work to be performed, it is hereby agreed and understood that additional work may be added/deleted to/for, this contract at the option of the City. When an addition to the contract is required, successful bidder(s) under this contract shall provide work at the costs submitted.

#### **2.5 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:**

If the bidder is awarded a contract under this bid solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the term of this contract; provided, however, that the Bid may offer incentive discounts from this fixed price to the City at any time during the contractual term.

#### **2.6 INSURANCE:**

**Bidders must submit with their bid**, proof of insurance meeting or exceeding the following requirements or a letter of intent to provide the following requirements if awarded the contract:

**2.6.1** Worker's Compensation Insurance – as required by law

**2.6.2** Employer's Liability Insurance - \$1,000,000 per occurrence

**2.6.3** General Liability Insurance - \$1,000,000 per person and \$1,000,000 per accident for bodily injury

**2.6.4** Automobile Liability Insurance - \$500,000 per occurrence, \$500,000 per accident for bodily injury and \$500,000 per accident for property damage. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. The successful bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Orange City as additional insured.

#### **2.7 LIQUIDATED DAMAGES:**

If the successful bidder fails to complete the work on or before ONE YEAR from date of Notice to Proceed, instead of requiring proof, it is agreed between Owner and Contractor, that \$150.00 per consecutive calendar day will be deducted, not as a penalty, but for administrative costs and expenses and loss of use, for each day beyond the specified completion time. The City may, in lieu of the above, notify the bidder to cease work and the City will complete the work. The cost of completion thereof to the City including all materials, rent, labor, equipment and necessary supervision plus 15% for overhead, shall be deducted from the contract consideration and shall be an obligation of the bidder.

#### **2.8 CONDITIONS OF WORK:**

If property (public or private) is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the bidder in a manner acceptable to the City of Orange City. Such property shall include but not limited to: roads, driveways (whether concrete or asphalt), approaches (whether concrete or asphalt), sod, walls, fences, water features, footings, underground utilities, shrubs, trees, etc.

Bidder shall submit to the Public Works Department for review, pictures or video of the work site(s) having pre-existing damage to roadways, driveways, approaches, sod, swales, adjacent improvements, etc. before beginning work. Failure to do so shall obligate the bidder to make repairs per above paragraph.

#### **2.9 PROTECTION:**

Bidder shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area. All safety devices must have suitable and sufficient lighting for the prevention of accidents. All minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder.

**2.10 HOURS OF WORK:**

Bidder will perform work Monday through Friday from 7:30 a.m. to 5:00 p.m., excluding holidays unless prior approval is given by the City.

**2.11 EMPLOYEES:**

Bidder shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times. All employees of the bidder shall be considered to be at all times the sole employees of the bidder, under the bidder's sole direction, and not an employee or Manager of the City of City of Orange City. The bidder shall supply competent and physically capable employees and the City may require the bidder to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. City shall not have any duty to implement or enforce such requirements. Bidder shall assign an "On Duty" supervisor.

**2.12 WARRANTY:**

The successful bidder will be required to warranty all work performed for a minimum of one (1) year.

**2.13 LOCATES:**

Bidder shall verify all locations of underground utilities with utility companies (electric, cable, telephone, etc.) prior to beginning any work. All work not stated herein shall be in compliance with the Florida Building Code and all other national, state, and local codes and regulations. All permits to be posted on job site. All inspections shall be requested a minimum of twenty-four (24) hours prior to inspection. Inspection shall be required at the following stages of construction:

- a. Subgrade prep completion
- b. Sidewalk formed prior to pouring concrete
- c. Paving
- d. Final

**2.14 REFERENCES AND SUB-CONTRACTORS:**

Each bid must be accompanied by a list of five (5) references of similar work, which shall include the name of the company, a contact person and the telephone number. **NO BID WILL BE CONSIDERED WITHOUT THIS LIST.**

STATEMENT OF EXPERIENCE OF BIDDERS and LIST OF SUBCONTRACTORS forms **must** be completed and returned with Bid Form.

**2.15 COMPLETE PROJECT REQUIRED:**

These specifications describe the various items or classes of work required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the bidder from furnishing, installing or performing such work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

**2.16 BID SUBMITTAL:**

All bids submitted shall include the completed Bid Form and all required product information and any other items as indicated on the Bid Form. Bids will be considered "Non-Responsive" if the required information is not submitted by the date and time specified. Before submitting bid, each bidder shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Public Works Director.

## **2.17 BIDDER QUALIFICATIONS:**

In order for bids to be considered, bidders must submit with their bid, evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include all information necessary to certify that the bidder; maintains a permanent place of business; has technical knowledge and practical experience in the type of service included in this scope of work; have available the organization and qualified manpower to do the work; has adequate financial status to meet the financial obligations incident to the work; and serviced similar type, size and complexity of projects. The evidence will consist of listing the type of sidewalk projects, for the last five (5) years.

## **2.18 LATE BIDS:**

The City of Orange City cannot accept bids received after opening time and encourages early submittal.

## **2.19 EXCEPTIONS TO SPECIFICATIONS:**

Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid to be considered non-responsive.

## **2.20 COMPLETE INFORMATION REQUIRED ON BID FORM:**

All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid bid, the ORIGINAL AND TWO COPIES of the Bid Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of the General Conditions.

BID FORM

NON-COLLUSIVE BID CERTIFICATE

LIST OF SUBCONTRACTORS

STATEMENT OF BIDDER'S EXPERIENCE/REFERENCES

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

DRUGFREE WORKPLACE FORM

PROOF OF INSURANCE

## **2.21 CONTRACT RENEWALS:**

The City reserves the exclusive option to extend the contract for two (2) additional twelve (12) month periods under the same terms and conditions as stated herein.

## **2.22 GENERAL SPECIFICATIONS:**

### **SIDEWALK REPAIRS**

It will be the responsibility of the contractor to remove old sidewalk and to dispose of the overburden. The contractor needs to form up pour the sidewalks with a concrete mix of 2500 P.S.I. with a 4" slump and #57 stone. Sidewalks will need to be broom finished. Expansion cuts will be made every 4'. Form boards need to be removed and backfilling around sidewalks with fill dirt will be necessary. Re-sodding around the sidewalks will also need to be done with the same type of sod that was removed. (Floritam or Bahia). During any repairs it will be the contractor's responsibility to ensure proper traffic control and to safe up any area under construction.

### **NEW SIDEWALK CONSTRUCTION SPECIFICATIONS**

Prior to beginning construction at an area of new sidewalks, the following will occur:

1. When required by the City, survey property lines of the front of properties to ensure that we do not encroach onto owner's property. Front line only where sidewalks are to go.
2. Get locates
3. Traffic control, signs, cones, etc.
4. Ribbon off work area where sidewalk is to be installed

5. Digging out where needed and removing trees, bushes and any other items that may be in the R.O.W. where sidewalk is to go. Contractor is responsible for removing the overburden. Sprinklers on City's R.O.W. are to be capped.
6. All sidewalks will be 4" thick
7. Concrete must be 2500 P.S.I. with #57 stone and a 4" slump. All sidewalks will be broom finished.
8. On a 5' sidewalk, expansion materials will be used every 64' and expansion cuts will be made at every 5'.
9. Pull forms and back fill and install sod per specifications.

### **GENERAL PROVISIONS**

The contractor shall furnish all signs, cones, barricades, tape or other barriers as necessary at the worksite to protect people from harm or injury. Note that the City is relying on the expertise of the Contractor selected and all items needed in order to complete work shall be included in the pricing.

### **SECTION 3.0 TECHNICAL SPECIFICATIONS**

#### **GENERAL SCOPE OF WORK**

- A. The work includes removal of grass and other materials to prepare the ground for sidewalk installation. Additional tasks will include installation of handicap ramps at intersections of Streets and Avenues where indicated by the City of Orange City. All form work and site preparation shall be conducted with minimum impact and/or damage to the adjacent properties.
- B. Remove and dispose of existing trees as indicated by the City of Orange City. All trees to remain shall be preserved. See Tree Removal and Preservation Specifications.
- C. All sidewalks shall be constructed per Typical Sidewalk Section Detail Specifications.
- D. Handicap ramps shall be installed as needed at intersections of Streets and Avenues within City of Orange City ROW only, per Typical Handicap Ramp Layout Detail.
- E. Any disturbed swale areas, private property; other public property shall be re-sodded per Sod Specifications and graded properly as per specifications at the Contractor's expense.
- F. Any damage to the roadway, driveway approaches, driveways, abutting sidewalks, aprons surrounding catch basins, manholes, etc. shall be repaired at no expense to the City, if determined by the City to be repairs due to negligence or lack of coordination on the part of the Contractor. Re-paving shall be per Pavement Specifications.

### **SECTION 3.1 TEMPORARY FACILITIES**

#### **3.2 SECURITY:**

- A. The bidder is responsible for project security. Bidder shall protect and secure the site, materials, and equipment from theft and damage, by whatever means deemed effective, at bidder's cost.
- B. Work site(s) must be protected properly in accordance with all Federal, State, County and Municipal laws and ordinances, at the end of each work day and weekends.

#### **3.3 SPECIAL CONTROLS:**

- A. Water Control:
  1. Keep excavations dry.

2. Shape excavations, particularly piles of excavated material, so as to divert water from excavations and low spots.

**B. Erosion and Sedimentation Control:**

1. Prevent the pollution of land, air and water and control the erosion, washout and surface runoff of earth and stockpiled materials.
2. Fill material shall contain no organic matter other than the normal organic component of topsoil.
3. Immediately upon completion of final grading, stabilize graded areas with temporary or permanent vegetation, mulch, or paving.

**3.4 MAINTENANCE OF TRAFFIC:**

**A. Control of vehicles and Persons:**

1. Provide trained personnel to assure the orderly flow of vehicular traffic during construction.
2. Bidder shall submit a Maintenance of Traffic Plan (MOT) for review and acceptance by the City.
3. Upon completion of work each day the lanes shall be opened to traffic. Lane closure procedures shall be in accordance to the F.D.O.T. Standards provided.
4. Ensure that private property driveways are usable upon completion of daily work.

**B. Limit of Operations:**

1. Any damage or alterations to area outside limit of operations shall be returned to original condition within 24 hours at no cost to the City.

**3.5 PROJECT IDENTIFICATION:**

- A. No signs or advertisements will be allowed to be displayed on the premises without the approval of the City Representative.

**3.6 PROJECT HOUSEKEEPING:**

**A. Trash Disposal**

1. Keep adjacent streets and site free from accumulations of waste materials and rubbish.
2. Provide central waste area with containers for at least daily removal.

**B. Burning:**

1. Do not burn any trash or other material on site.

**C. Material Removal/Additional Soil:**

1. Excess material, including demolished material, excess earth and excess building materials are property of the contractor and shall be removed from site daily and legally disposed of.
2. All material excavated or brought to the project for use/reuse shall be piled within the Public Right-of-Way in a location previously approved by the City.
3. The Contractor shall leave all locations in an acceptable manner once concrete has been poured. Contractor shall coordinate work to ensure that all sites are clean, sodded as required, and acceptable prior to mobilizing to other locations.
4. The Contractor shall replace any sod, concrete and/or asphalt removed, damaged or displaced during demolition or performance of work at own expense.

**SECTION 3.7 POURED CONCRETE      Sidewalks, Handicap Ramps and Curbs**

**3.7.1 DESCRIPTION:**

- A. Provide poured concrete at locations where no sidewalks or ramps exist to be per drawings and/or specifications

B. Provide poured concrete in locations where existing sidewalk must be replaced per drawings and/or specifications.

C. Provide curb cuts where proposed handicap ramps are installed and there is a conflict with existing curbs. Curb cuts shall allow for a three foot (3') transition up to either side of the handicap ramp. All curbs shall be cut and transitioned in an acceptable manner. All surrounding pavement, sod, asphalt shall be restored at the Contractor's expense.

### **3.7.2 QUALITY ASSURANCE:**

#### **A. Testing and Inspection of Installation**

1. Concrete shall not be poured, placed or installed until such time an inspection of all sites has taken place by the Public Works Inspector or assigned representative. Inspections shall be made to verify appropriate compaction of sub-base and to check forms for line and grade.

2. The City will inspect the installation. If any concrete is found to be installed improperly, the Contractor will be required to remove and replace promptly. Upon notifications from the contractor, the City will perform a re-inspection. Should additional concrete be found to be unsatisfactorily installed, and additional inspections are required, these inspections shall be at the Contractor's cost, at the discretion of the City.

### **3.7.3 PRODUCTS:**

#### **A. Concrete**

1. Forms: Steel, wood, or other suitable material of size and strength to resist movement during concrete placement. Conform to ACI 301.

2. All Joints: Joints must be scribed to help prevent cracking

3. Concrete Mix Design: Mix concrete in accordance with ASTM C94 Design Mix to produce normal-weight concrete consisting of Portland cement, aggregate and water to produce the following properties:

a. Compressive strength: 2500 p.s.i WITH A 4" SLUMP AND #57 STONE

b. Slump range: 4" to 6"

c. Air content: 5% to 8%

### **3.7.4 EXECUTION:**

A. Inspect surfaces for conditions that will adversely affect the quality of installation. Do not proceed with the installation until adverse conditions have been corrected.

B. Compact sub-base surface immediately before placing concrete.

C. Replace organic material with clean fill and installed up to 6" lifts and compact to a minimum of 95% compaction. Bidder shall submit type of clean fill for City's approval prior to construction.

D. The City has the right to request compaction test at locations chosen by the City. Tests shall be the expense of bidder.

E. Concrete finishing:

a. Smooth surface by screeding and floating. Produce a uniform texture.

b. Work edges of slab to a 1/2" radius. Eliminate tool marks on concrete surface.

c. Broom finish after excess moisture has disappeared.

### **3.7.5 INSTALLATION:**

A. All sidewalks and ramps shall be four inches (4") thick except across driveways, driveway approaches, and first five feet (5') of ramps closest to paved roadways where that shall be six inches (6") thick.

B. Contractor shall ensure that where handicap ramps are installed and there is a conflict with a curb that the curbing shall be cut back and transitioned for a distance of three feet (3') on either side of the ramps. The cut shall be provided at least one foot (1') behind the transition point. All modifications to the curb shall match existing curbs and shall be flush without exception.

C. No wire or wire mesh shall be utilized within the public right of way. (R.O.W.).

D. Concrete shall not be poured, placed, or installed until such time an inspection of all sites has taken place as per Section 3.7.2 QUALITY ASSURANCE.

**IF ANY WORK OR PORTION OF WORK HAS NOT BEEN INSPECTED AS PER SECTION 3.1602, THAT PORTION OF WORK SHALL BE IMMEDIATELY REMOVED AND REPLACED ONCE THE INSPECTION HAS BEEN CONFIRMED AT NO COST TO THE CITY.**

E. Place concrete using methods which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocation of re-enforcing, dowel, and joint devices.

F. Deposit and spread concrete in a continuous operation between transverse joints, as far as possible.

G. Contractor shall replace all damaged or misaligned private walkways and driveways with a transition to the private property at 12 to 1 fill slope transition. Organic material can be used in areas outside walkways and driveways that require fill slopes.

H. Avoid premature cracking by installing expansions joint where required.

I. Install Biobarrier prior to forming and pouring concrete such as silt fence as needed

J. Install Biobarrier at existing trees and new trees. Length of Biobarrier shall be ten feet (10') long centered on the tree by twelve inch (12") deep at one inch – two inch (1"-2") below the top of the sidewalk.

K. Concrete shall not be poured, installed or placed around manholes, cleanouts, or other structures until they are at required elevations and alignment. Contractor shall notify the City in writing of manholes, cleanouts, or other items that may require relocation prior to pour.

L. All sidewalks that the City has determined to be replaced due to deterioration, cracking, uplifting, improper sloping, misalignments, grade, etc. Will be removed and replaced as required by specification.

M. Removal of existing sidewalk shall be performed by saw cutting the section of unacceptable sidewalk (as determined by the City) at the nearest acceptable five foot (5') flag. New sidewalk shall be poured in its place as established by specifications.

N. All areas where existing sidewalk is to be replaced must be prepared and graded to match adjacent sidewalk flags.

O. All replacement sidewalk sections shall be installed to match the existing sidewalk elevation.

## **SECTION 3.8 PROTECTION STORM DRAINS**

### **3.8.1 PROTECTION:**

A. All storm drain inlet must be protected, from sediments entering the storm water conveyance system prior to disturbance to the area.

B. All sediment and erosion control practices must be in accordance with the Florida Department of Environmental Protection Storm Water Sediment and Erosion Control Manual Section 4.08 (Storm Drain Protection Procedures) (Best Management Practices BMPs).

## **SECTION 3.9 TREE REMOVAL & PRESERVATION**

### **3.9.1 REMOVALS:**

A. **ONLY** the trees and/or shrubs that are deemed by the City to interfere with the intent of the contract shall be removed or root pruned as needed. All cost associated with vegetation removal and/or root pruning shall be coordinated by the contractor at unit cost.

B. Remove trees and grind stumps and all surface roots to 4" below grade.

C. Restore the location where tree removals take place with soil and sod at grade.

### **3.9.2 PRESERVATION:**

The following actions and precautions shall be done to protect any trees that will remain in all of the construction areas during construction. These trees shall be those located near new sidewalk installation.

#### **A. Root Pruning**

1. All existing trees shall be root pruned along the sidewalk prior to sidewalk removal, excavation and installation.
2. The root cutting shall be clean with no tears with root pruning machine.
3. The cut shall extend from the tree out 4 feet minimum in both directions, or as the field may permit to ensure the protection of the tree.
4. The cut shall be 12 inches below grade.
5. The cut shall be no wider than 3 inches.

#### **B. Protective Barriers**

1. Barriers shall be placed no less than 6 feet around each tree or no less than 1 foot from edge of street, sidewalk or driveway.
2. Barriers shall be a minimum of 4 feet above ground level, constructed of wood, metal or rigid plastic, in the form of a fence. No barrier shall be secured in any way to the tree.
3. Barriers shall be installed prior to construction and remain until the City authorizes their removal.
4. No excess oil, fill, equipment, building materials or debris shall be placed within the barriers.
5. The existing grade within the barrier shall not be changed.

## **SECTION 3.10 RESTORATION**

### **3.10.1 MATERIALS:**

- A. Sod shall be St. Augustine 'Floritam', grade A or Bahia to match existing sod.
- B. Sod shall be weed and insect free.

### **3.10.2 INSTALLATION:**

Those areas disturbed as a consequence of sidewalk installation and those areas disturbed as a consequence of Contractor mobilization and stock piling shall be restored promptly at **Contractor's expense**. The Contractor shall not utilize methods of mobilization or execution of work that impacts private/public areas excessively and/or in a manner that is unacceptable to the City. Contractor shall ensure that all private and/or public areas impacted by the mobilization, stock piling, or lack of coordination as interpreted by the City are restored at no cost to the City.

- A. Only damaged areas of swales or private property shall be replaced. Where sidewalks require being elevated above existing grade, swales shall be graded to a 12 to 1 fill slope with sod.
- B. Sodded areas shall have any compaction relieved, raked smooth and rocks or debris removed.
- D. Areas along street and sidewalk shall be 2 inches below that surface so installed sod will be level with that surface.
- E. Sod will be laid tightly together, and cut to a uniform edge along hard surfaces and around trees or palms. The sod around trees or palms shall be laid encircling to within 18 inches, or up to the berm surrounding newly installed trees or palms.
- F. Sod shall be watered within one hour of installation and shall be maintained moist.

### **3.10.3 QUALITY ASSURANCE:**

- A. No sub-par sod or broken pieces will be accepted, and shall be removed from the site daily.
- B. No yellow sod will be accepted.
- C. Sod shall not be pieced together with scraps that do not have sufficient roots to sustain growth.
- D. Contractor is responsible for his own square foot take-offs to provide 100% sod coverage throughout the scope of the project (single width strip on each side of walk is generally sufficient).
- E. Sod shall be irrigated adequately so that it remains green at all times.
- F. Rejected areas will be removed and replaced immediately, and all sod maintained until final acceptance.

## **SECTION 3.11 REPAIRS**

### **3.11.1 PAVEMENT:**

- A. Pavement repairs of driveway approaches and section of driveways affected by installation of sidewalks shall be re-installed with six inch (6") of concrete or otherwise determined by City Inspector.
- B. Concrete repairs shall be limited to damage which results as part of construction and elevation changes of the new sidewalk.

### **3.11.2 EXECUTION:**

- A. Bidder shall repair driveway approaches where existing approaches are damaged by construction process. Bidder shall photograph all existing approaches and sidewalks prior to starting construction or risk repairing at his cost.

### **3.11.3 QUALITY ASSURANCE:**

#### **A. Testing and Inspection of Installation**

- 1. The City will inspect the installation. If any asphalt or concrete is found to not be installed adequately, the Contractor will be required to remove and replace promptly. Upon notifications from the contractor, the City will perform a reinspection. Should additional asphalt be found to be unsatisfactorily installed, and additional inspections are required, these inspections shall be at Contractor's cost, at the discretion of the City.

### BID FORM

**PROJECT:** SIDEWALK CONSTRUCTION

**BID SUBMITTED TO:** CITY OF ORANGE CITY  
205 East Graves Avenue  
Orange City, Florida 32763

**BID SUBMITTED BY:** ALL TERRAIN TRACTOR INC.  
P.O. Box 390958  
DELTONA, FL 32739

Items	Price per UOM REPAIR/REMOVAL AND REPLACEMENT OF EXISTING SIDEWALK	Price per UOM NEW SIDEWALK INSTALLATION
Mobilization/Demobilization	\$ 75.00	\$ 75.00
4' sidewalk 4" depth (includes restoration)	\$ 10.96 Lineal Ft.	\$ N/A Lineal Ft.
4' sidewalk 6" depth (includes restoration)	\$ 12.97 Lineal Ft.	\$ N/A Lineal Ft.
5' sidewalk 4" depth (includes restoration)	\$ 11.95 Lineal Ft.	\$ 12.18 Lineal Ft.
5' sidewalk 6" depth (includes restoration)	\$ 14.44 Lineal Ft.	\$ 14.66 Lineal Ft.
8' sidewalk 4" depth (includes restoration)	\$ 15.73 Lineal Ft.	\$ 15.96 Lineal Ft.
8' sidewalk 6" depth (includes restoration)	\$ 19.75 Lineal Ft.	\$ 19.97 Lineal Ft.

Areas are to be determined. No soil reports are available at this time.

Items	Price per UOM EXISTING SIDEWALK	Price per UOM NEW SIDEWALK
Handicap Ramps (includes restoration)	\$ N/A Lineal Ft.	\$ 45.00 Lineal Ft.
SURVEYS	\$ N/A Per Block	\$ 1.00 Lineal Ft.

The above bids includes the total cost to complete the Work including but not limited to materials (i.e. vegetation, concrete, asphalt, etc.), labor, equipment, bonds, etc. indicated in the drawings, specifications, addenda, and any other contract documents.

**BID 2010-05**  
**Sidewalk Services**  
**BID Tabulation: December 14, 2010 2:00 p.m.**

<b>Company Name</b>	<b>Address</b>	<b>Bid Amount</b>		
		<b><u>Items</u></b>	<b><u>Repair/remove</u></b>	<b><u>New Sidewalk</u></b>
Built Right Construction of Central Florida, Inc.	402 N. Center Street Pierson, FL 32180	Mobilization/Demobilization	\$500.00	\$500.00
		4' sidewalk 4" depth	\$15.00	N/A
		4' sidewalk 6" depth	\$22.00	N/A
		5' sidewalk 4" depth	\$16.68	\$11.68
		5' sidewalk 6" depth	\$20.60	\$15.60
		8' sidewalk 4" depth	\$23.70	\$18.70
		8' sidewalk 6" depth	\$30.00	\$25.00
		Handicap Ramps	N/A	\$25.00
		Surveys	N/A	\$2.50
		Sparks Concrete, LLC	4 Holly Fern Chase Ormond Beach, FL 32174	Mobilization/Demobilization
Whitehouse Contracting, LLC	PO Box 329 Lake Helen, FL 32744	4' sidewalk 4" depth	\$16.00	N/A
		4' sidewalk 6" depth	\$16.50	N/A
		5' sidewalk 4" depth	\$17.00	\$16.00
		5' sidewalk 6" depth	\$17.50	\$16.50
		8' sidewalk 4" depth	\$25.00	\$24.00
		8' sidewalk 6" depth	\$25.50	\$24.50
		Handicap Ramps	N/A	\$0
		Surveys	N/A	\$0
		Mobilization/Demobilization	\$300.00	\$300.00
		4' sidewalk 4" depth	\$22.47	N/A
4' sidewalk 6" depth	\$24.49	N/A		
5' sidewalk 4" depth	\$24.59	\$15.59		
5' sidewalk 6" depth	\$31.36	\$20.61		
8' sidewalk 4" depth	\$36.74	\$21.91		
8' sidewalk 6" depth	\$43.98	\$28.18		
Handicap Ramps	N/A	\$108.34		
Surveys	N/A	\$1.00		

**BID 2010-05**  
**Sidewalk Services**  
**BID Tabulation: December 14, 2010 2:00 p.m.**

Blue Ox Enterprises	PO Box 520986 Longwood, FL 32776	<p><b>Items</b></p> <p>Mobilization/Demobilization</p> <p>4' sidewalk 4" depth \$550.00</p> <p>4' sidewalk 6" depth \$16.01</p> <p>5' sidewalk 4" depth \$17.00</p> <p>5' sidewalk 6" depth \$20.00</p> <p>5' sidewalk 6" depth \$22.00</p> <p>8' sidewalk 4" depth \$33.50</p> <p>8' sidewalk 6" depth \$37.00</p> <p>Handicap Ramps N/A</p> <p>Surveys N/A</p> <p><b>Repair/remove</b></p> <p>\$550.00</p> <p>N/A</p> <p>N/A</p> <p>\$17.00</p> <p>\$20.00</p> <p>\$22.00</p> <p>\$33.50</p> <p>\$37.00</p> <p>N/A</p> <p>N/A</p> <p><b>New Sidewalk</b></p> <p>\$550.00</p> <p>N/A</p> <p>N/A</p> <p>\$17.00</p> <p>\$19.00</p> <p>\$29.50</p> <p>\$31.50</p> <p>\$135.00</p> <p>\$1.00</p>
LAS Contracting Corp	13701 N. Nebraska Ave., #102 Tampa, GL 33615	<p><b>Items</b></p> <p>Mobilization/Demobilization</p> <p>4' sidewalk 4" depth \$500.00</p> <p>4' sidewalk 6" depth \$25.00</p> <p>4' sidewalk 6" depth \$28.00</p> <p>5' sidewalk 4" depth \$31.00</p> <p>5' sidewalk 6" depth \$34.00</p> <p>8' sidewalk 4" depth \$49.00</p> <p>8' sidewalk 6" depth \$55.00</p> <p>Handicap Ramps N/A</p> <p>Surveys N/A</p> <p><b>Repair/remove</b></p> <p>\$500.00</p> <p>\$25.00</p> <p>\$28.00</p> <p>\$31.00</p> <p>\$34.00</p> <p>\$49.00</p> <p>\$55.00</p> <p>N/A</p> <p>N/A</p> <p><b>New Sidewalk</b></p> <p>\$500.00</p> <p>N/A</p> <p>N/A</p> <p>\$28.00</p> <p>\$31.00</p> <p>\$45.00</p> <p>\$51.00</p> <p>\$750.00</p> <p>\$1.00</p>
All Terrain Tractor Service	PO Box 390958 Deltona, FL 32739	<p><b>Items</b></p> <p>Mobilization/Demobilization</p> <p>4' sidewalk 4" depth \$75.00</p> <p>4' sidewalk 6" depth \$10.96</p> <p>4' sidewalk 6" depth \$12.97</p> <p>5' sidewalk 4" depth \$11.95</p> <p>5' sidewalk 6" depth \$14.44</p> <p>8' sidewalk 4" depth \$15.73</p> <p>8' sidewalk 6" depth \$19.75</p> <p>Handicap Ramps N/A</p> <p>Surveys N/A</p> <p><b>Repair/remove</b></p> <p>\$75.00</p> <p>\$10.96</p> <p>\$12.97</p> <p>\$11.95</p> <p>\$14.44</p> <p>\$15.73</p> <p>\$19.75</p> <p>N/A</p> <p>N/A</p> <p><b>New Sidewalk</b></p> <p>\$75.00</p> <p>N/A</p> <p>N/A</p> <p>\$12.18</p> <p>\$14.66</p> <p>\$15.96</p> <p>\$19.97</p> <p>\$45.00</p> <p>\$1.00</p>
Truant Construction, LLC	911 Beville Rd, Suite 5 S. Daytona Beach, FL 32119	<p><b>Items</b></p> <p>Mobilization/Demobilization</p> <p>4' sidewalk 4" depth \$800.00</p> <p>4' sidewalk 6" depth \$15.45</p> <p>4' sidewalk 6" depth \$18.35</p> <p>5' sidewalk 4" depth \$18.85</p> <p><b>Repair/remove</b></p> <p>\$800.00</p> <p>\$15.45</p> <p>\$18.35</p> <p>\$18.85</p> <p><b>New Sidewalk</b></p> <p>\$600.00</p> <p>N/A</p> <p>N/A</p> <p>\$13.90</p>

**BID 2010-05**  
**Sidewalk Services**  
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MAI	2510 US-1 Suite D St. Augustine, FL 32086	5' sidewalk 6" depth	\$22.20	\$17.25
		8' sidewalk 4" depth	\$28.65	\$20.75
		8' sidewalk 6" depth	\$33.85	\$25.90
		Handicap Ramps	N/A	\$50.00
		Surveys	N/A	\$1.25
		<b>Items</b>	<b>Repair/remove</b>	<b>New Sidewalk</b>
		Mobilization/Demobilization	\$2,000.00	\$2,000.00
		4' sidewalk 4" depth	\$14.33	N/A
		4' sidewalk 6" depth	\$17.29	N/A
		5' sidewalk 4" depth	\$15.81	\$14.81
5' sidewalk 6" depth	\$19.51	\$16.51		
8' sidewalk 4" depth	\$20.25	\$17.25		
8' sidewalk 6" depth	\$26.18	\$22.18		
Handicap Ramps	N/A	\$150.00		
Surveys	N/A	\$1.50		

