

CITY OF PORT ORANGE, FLORIDA

Reclaimed Water Reservoirs Cattail Removal Project

BID NO. 11-15



Prepared by:
City of Port Orange Purchasing Division
May 2011

Bid release date: **May 6, 2011**
Bid (Mandatory) pre-submittal meeting date & time: **May 16, 2011 at 10 a.m.**
Bid last day for questions: **May 18, 2011 5 p.m.**
Bid due date and time, Envelope #1 & #2: **May 23, 2011 at 10:00 a.m.**

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5501

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CITY OF PORT ORANGE

Reclaimed Water Reservoirs Cattail Removal Project

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SECTION 00100

LEGAL ADVERTISEMENT

BID #11-15

Reclaimed Water Reservoirs Cattail Removal Project

Notice is hereby given that the City of Port Orange is accepting bids for the removal of cattails located at the reclaimed water reservoirs. Bids will be accepted in the Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until 10:00 a.m. on May 23, 2011. Two (2) envelopes, as described below, shall be submitted. Envelope #1 contains required forms, it will be evaluated and deemed responsive or non-responsive. All bids deemed non-responsive will be returned to the bidder and envelope #2 will not be opened. Envelope #2 contains technical and price information. Envelope #2 from all responsive bidders will be opened and read aloud at 2:00 P.M., the same day.

There will be a **MANDATORY** pre-bid meeting for the project at 10:00 A.M. (local time) on May 16, 2011. The meeting will be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. Attendance to the pre-bid meeting is mandatory. Only bidders who have attended the mandatory pre-submittal meeting shall be eligible to submit a bid.

DESCRIPTION OF WORK: Removal of cattails located at the reclaimed water reservoirs

Requirement, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com or from Tom Cinefro, Purchasing Coordinator, first floor City Hall, 1000 City Center Circle, Port Orange, Florida 32129 via email tcinefro@port-orange.org

All bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida.

No bids received after the time and date specified for the opening will be considered. The City of Port Orange reserves the right to accept or reject any or all bids, or parts of proposals, to waive irregularities, or to accept that proposal which best serves the interest of the City, or to advertise for new proposals.

A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid shall be submitted with each bid. NO bid shall be withdrawn for a period of sixty (60) days subsequent to the bid opening without the consent of the City of Port Orange, Florida.

Bids shall be addressed to Tom Cinefro, Purchasing Coordinator, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in **Two (2) SEALED ENVELOPE** plainly marked on the outside: **"Reclaimed Water Reservoirs Cattail Removal Project, Bid no. 11-15."-Envelope #1 and #2, respectively-**

Tom Cinefro
Purchasing Coordinator
Legal Ad – One Time – May 6, 2011

SECTION 00200



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 506-5711

BID 11-15

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: Reclaimed Water Reservoirs Cattail Removal Project

BID NUMBER: 11-15

BID RELEASE DATE: May 6, 2011

BID PRE-SUBMITTAL MEETING DATE & TIME: May 16, 2011 at 10 a.m. (MANDATORY) City Hall

BID DEADLINE FOR QUESTIONS: May 18, 2011 at 5 p.m.

BID DUE DATE & TIME, ENVELOPE #1 & #2: May 23, 2011 at 10:00 a.m.

Proposals Received After The Above Date And Time Will Not Be Accepted.

BIDDER'S NAME: _____

BIDDER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

PHONE NUMBER: _____ **EMAIL:** _____

ACKNOWLEDGMENT OF ADDENDA: (circle) 1 2 3 4 5 6 7 8 9

If returning as a "No Bid", please state reason (s): _____

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Port Orange, the bidder offers and agrees that if the bid is accepted, the bidder will convey, assign or transfer to the City of Port Orange all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

SECTION 00300



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 506-5711

BIDDER'S CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to a Bid for the City of Port Orange

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; Supplies and/or services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the Purchasing Coordinator's name, address, phone numbers and e-mail address.** This is the only person (or his designee) you are allowed to communicate with regarding the BID and is an excellent source of information for any questions you may have.
3. _____ **Attend the mandatory pre-bid conference.** These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the Bid.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Purchasing Coordinator by the due date listed in the Bid and view the answers given in the formal "addenda" issued for the bid. All addenda issued for a Bid are posted on www.demandstar.com website and will include all questions asked and answered concerning the bid. It is the bidder's responsibility to be sure all addenda were received.
5. _____ **Follow the format required in the Bid** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the City or evaluator/evaluation ranking committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, bid acknowledgment form, exhibits, etc.
8. _____ **Check the website for Bid addenda's.** Before submitting your response, check the DemandStar website at www.demandstar.com to determine whether any addenda were issued for the Bid. If so, you must circle for each addenda issued on the "Bidder acknowledgement form".
9. _____ **Review and read the Bid document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Bid and within the document, and be sure to submit all required items on time. Late proposal responses are never accepted.

SECTION 00400

BIDDER'S SUBMITTAL CHECKLIST



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 506-5711

This checklist is for the Bidder's use in preparing their Bid. It is not intended to include all details necessary to prepare a bid and it is not intended as a substitute for the requirements of the Specifications. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid.

Bidder's Submittal Checklist:

1. _____ **Envelope #1: "Forms"** (1) original and (2) copies of the bid (tabbed and indexed, must be in the following order)

Forms:

- ☐ 1: Bidder acknowledgement form: (see page 4, Section 00200)
- ☐ 2: Insurance certificates (page 13, Section 00800)
- ☐ 3: Anti-Collusion Statement (page 15, Section 00900)
- ☐ 4: Drug Free/Tie Preference Statement (page 16, Section 01000)
- ☐ 5: Public Entity Crime Statement (page 17, Section 01100)
- ☐ 6: Bid bond (page 26, Section 01400)
- ☐ 7: Statement of Bidder's qualifications (page 27, Section 01500)
- ☐ 8: Listing of previous experience (page 29, Section 01600)

2. _____ **Envelope #2: "Price"** (1) original and (2) copies of the bid (tabbed and indexed, must be in the following order)

Price:

- ☐ 1: Base bid, Alternate bid form: (see page 12, Section 00610)

SECTION 00500

INSTRUCTIONS TO BIDDER'S

1. Additional information may be obtained from Tom Cinefro, Purchasing Coordinator, via email: tcinefro@port-orange.org or telephone (386) 506-5704.
2. All bids must be submitted on the forms provided herein and must be submitted in two (2) separate envelopes. Envelope #1 shall contain the required "forms". Envelope #2 shall contain the required "price". Each envelope shall contain one (1) original and two (2) copies of the entire proposal. After submittal on the bid due date/time if envelope #1 does not contain all the required forms, the bidder will be deemed non-responsive and envelope #2 containing the required price will not be opened. All bids submitted shall be retained by the Purchasing Coordinator and shall be made available for public inspection and reproduction.
3. All bidders submitting proposals must familiarize themselves with all instructions herein which is to be executed by the bidder selected.
4. Any bid received after the date and hour specified above will be rejected and returned to the bidder unopened.
5. The City of Port Orange reserves the right to accept or reject any or all bids, or parts of proposals, to waive irregularities, or to accept that proposal which best serves the interest of the City, or to advertise for new bids.
6. The proposals submitted by each bidder shall become an integral part of the contract between the City and the bidder, and representations, covenants and conditions therein contained shall be binding upon the person, firm or corporation executing the same.
7. It is understood that each proposal submitted shall be an offer which shall remain open for acceptance for a period of sixty (60) days, following date of deadline for proposal submittals.
8. Submitting Bid Package: Bid packages shall be submitted using a two (2) envelope system. Envelope #1 shall contain all required forms and envelope #2 shall contain technical and price forms. Envelope #1 will be opened and evaluated by the City's Purchasing Coordinator. If the Purchasing Coordinator deems the contents of envelope #1 to be incomplete, it will be deemed non-responsive and both envelopes will be returned to the bidder.

Envelope #2, for all responsive bids, will be opened and pricing read aloud at the place and time detailed in the Invitation to Bid, Section 00100. One (1) original and two (2) copies of all required information shall be included in each envelope. Envelopes shall be opaque, sealed and addressed to the owner. The name of the bidder shall appear in the upper left hand corner of the envelope and the following notation shall appear in the lower left hand corner of each:

City of Port Orange
Reclaimed Water Reservoirs Cattail Removal Project
Bid #11-15
Envelope #1 (or #2)

The contents of each envelope is described below:

Envelope #1 (tabbed and indexed, must be in the following order; 1 original and 2 copies)

<u>Section</u>	<u>Title</u>
00200	Bidder Acknowledgement Form (page 4)
00800	Insurance certificates (page 13)
00900	Anti-Collusion Statement (page 15)
01000	Drug Free/Tie Preference Statement (page 16)
01100	Public Entity Crime Statement (page 17)
01400	Bid bond (page 26)
01500	Statement of Bidder's Qualifications (page 27)
01600	Listing of previous experience (page 29)

Envelope #2 (tabbed and indexed, must be in the following order; 1 original and 2 copies)

<u>Section</u>	<u>Title</u>
00610	Base bid, Alternate bid form (page 12)

BID BOND

A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid shall be submitted with each bid.

CONDUCT OF BIDDER'S

All bidder's or individuals acting on behalf of bidders are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the City Council or staff of the City at any time during the course of the solicitation process. Failure to comply with this procedure shall result in rejection/disqualification of said bid without exception. All bidders or individuals acting on behalf of bidder's are further prohibited from contacting or otherwise attempting to communicate with any member of the staff regarding the pending solicitation or its outcome until after the staff has arrived at a recommendation of the most qualified bidders. Until such recommendation is disclosed, any contact with the staff shall be channeled through the Office of Purchasing. Failure to comply with this procedure shall result in rejection/disqualification of said bid submittal without exception.

BID TIMELINE

The schedule for the bid is as follows:

Bid release date	May 6, 2011
Bid pre-submittal meeting (mandatory)	May 16, 2011 10:00 a.m.
Bid deadline for questions	May 18, 2011 5:00 p.m.
Bid due date and time, Envelope #1, #2	May 23, 2011 10:00 a.m.
Approval of Selected Respondent	May 27, 2011

Note: Envelope #2 from responsive bidders will be opened and read aloud at 2:00 pm May 23, 2011.

REVIEW AND EVALUATION OF BIDS

The Purchasing Coordinator shall make an initial review of the bids submitted for compliance with the submittal checklist at the opening of Envelope #1. If the contents of envelope #1 are complete and responsive as determined by the Purchasing Coordinator, Envelope #2 will be publically opened and read aloud on the advertised date and time.

Evaluate the lowest and best in compliance with Section 14.09, Purchasing Policy and Section 2-266 Code of Ordinances. Each bidder submitting a proposal understands that the City Council shall determine the lowest and best responsible bid and shall consider in addition to price the following:

1. The ability, capacity and skill of the bidder to perform the contract.
2. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
4. The quality of performance of previous contracts.
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
7. The number of conditions and other requirements attached to the bid.
8. Such other factors as appear to the City Council to be pertinent to the bid or the contract under all of the circumstances involved.

SECTION 00600

GENERAL SITE DESCRIPTION

The City of Port Orange currently owns and manages two (2) Reclaimed Water Reservoirs located west of I-95, and immediately south of the Volusia County Landfill off of Shunz Road. Approximately 175 acres of lakes in total. Approximately 60 - 70% of the lake bank edges are overgrown with Cattails etc. Removal / Excavation of this vegetation coverage is required at this time.

MANDATORY PRE-BID MEETING

Mandatory Pre-Bid meeting will be held at Port Orange City Hall, 1000 City Center Circle, Port Orange, Volusia County, Florida; and site visit immediately following orientation.

Date: May 16, 2011 Time: 10:00 A.M.

SCOPE OF WORK

A. Base Bid

1. Remove and disposal of all Cattails growing on Banks of both City-owned Reclaimed Water Reservoirs, Lakes A and Lake B, with an approximate combined total acreage of 175 acres and roughly measured 3 linear miles of reservoir banks varying from 5' to approximately 20' wide. Successful bidder shall provide all necessary equipment / truck and personnel to excavate, load, and haul all debris excavated to the designated disposal site where it shall be deposited in piles 5.0' to 10.0' in height. See enclosed location / vicinity map with designated areas. Hauling distance is approximately seven (7) miles round trip.
2. Work shall include the restoration, grading, and re-sodding of all disturbed upland areas as identified by the owner at the conclusion of the project. All existing stabilized access roadways adversely disturbed or damaged by excavation activities shall be restored to equal or better condition by the bidder at their cost.
3. Project Duration not to exceed Ninety (90) days from notice to proceed.

Alternate Bid Item

B. Alternate Bid

This alternate item will be to provide follow-up cattail / vegetation control on a monthly or as-needed basis to prevent the vegetation / cattails to return. An annual bid price for this maintenance activity is therefore requested at this time. It is the City's intent to possibly enter into a multi-year maintenance contract with the successful bidder contingent on continued satisfactory performance and a mutually agreed upon annual renewal contract.

Alternate Description

1. For purposes of aquatic ecosystem health and aesthetics of the surrounding property, monitor Lakes "A" and "B," at a minimum of once per month, and more often as conditions

warrant; treat as necessary for Cattails and all shoreline grasses to ensure control and to prevent re-infestation.

MEASUREMENT AND PAYMENT

- A. Separate payment will be made only for the items of work described herein and listed on the Bid Form. 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.
- B. The Contractor's attention is called to the fact that cleanup is considered a part of the work of construction. As the work progresses no payment will be made until cleanup is essentially complete in the areas requested for payment.
- C. 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 if not shown as a separate pay item:
 - 1. Clearing and grubbing.
 - 2. Excavation.
 - 3. Backfill.
 - 4. Grading.
 - 5. Replacement of unpaved roadways, grass, and bank restoration.
 - 6. General site area cleanup.
 - 7. Any material and equipment required.
 - 8. Pipe, structures, pavement replacement and/or appurtenances included within the limits of the work area.
 - 9. Maintaining the existing accessibility of the site and general good appearance of the site during maintenance activities.
 - 10. Appurtenant work as required for a complete and operable system.
 - 11. Maintaining or detouring of traffic.
- D. No payment shall be made for work performed outside the authorized limits of the project work area.

SECTION 00610

BASE BID ITEM		
<i>ITEM</i>	<i>DESCRIPTION: Cattail Removal</i>	<i>TOTAL</i>
1	Video Tape all Reservoir banks and stabilized access roadways, all affected construction areas prior to beginning work	\$
2	Lake "A" Complete removal of Cattails and hauling to designated disposal area	\$
3	Lake "B" Complete removal of Cattails and hauling to designated disposal area	\$
4.	Restoration work of roadways/upland areas required due to Project Activities	\$
	<i>TOTAL BASE BID</i>	\$
 <i>ALTERNATE BID ITEM (Conditional Award at Discretion of City)</i>		
<i>ITEM</i>	<i>DESCRIPTION: Annual, Renewable Reservoir Maintenance Agreement</i>	<i>MONTHLY TOTAL</i>
1	Monitor Lakes "A" and "B" minimum 12 inspections	
2	Spray Treatment of Lakes "A" and "B" for aquatic growth	
3	Removal of Cattails and hauling to designated disposal area as needed	
4.	Restoration work of roadways/upland areas required due to Project Activities	
	<i>TOTAL MONTHLY FEE</i>	\$

Submitted by:_____

Contractor:_____

Mailing Address:_____

Contact Email:_____ Phone:_____

REQUIRED INFORMATION

State of Florida General Contractor License

Licensee:_____ License No._____

SECTION 00800

INSURANCE REQUIREMENTS

The bidder shall maintain insurance during the life of this agreement, and the City of Port Orange must be listed as additional insured on that insurance document, a waiver of subrogation on the workers compensation shall suffice in lieu of additional insured, in an amount and a form set forth herein, to insure against risks which are identified herein. Insurance companies shall be rated by A.M. Best A rating or better.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> Additional Coverage: Special Conditions:	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation 30 days notice of cancellation to Governmental Entity, Waiver of subrogation in lieu of additional insured will suffice.	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u> <u>Special Conditions:</u>	Combined Single Limit Bodily Injury and Property damage \$1,000,000. Aggregate 30 day notice to Governmental Entity, Additional Insured, City to be added as Additional Insured	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
<u>Comprehensive Limits:</u> Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u> <u>Special Conditions:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car 30 days notice of cancellation to Governmental Entity.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Limits:</u> <u>Additional Coverage:</u> <u>Special Conditions:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA 30 days notice of cancellation to Owner, Additional insured.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability Limits:	Coverage- \$1,000,000.min.	

(Errors & Omissions)		
<u>Special Conditions:</u>	30 days notice of cancellation to Owner, Additional insured.	

Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Best's Rating of "A" or better accordingly to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57

SECTION 00900

ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By Signing this form, the bidder agrees that this bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. UMBER: _____

NO bid may be withdrawn for a period of sixty- (60) days subsequent to the submittal of the bids, without the consent of the City of Port Orange.

NO BID (REASON):

SECTION 01000

DRUG FREE/TIE BID PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BIDDER'S SIGNATURE

SECTION 01100

PUBLIC ENTITY CRIME STATEMENT

Any person or affiliate who has been placed on the convicted vendor list following a conviction 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 a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

_____ Authorized Agent or Official for _____ by signing below hereby certifies that neither he/she nor the firm of _____ is or has been placed on the convicted vendor list, now or within the period of thirty-six (36) months.

Signed By: _____

President/Authorized Agent or Official

Witnessed By: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2011,

by _____, President, Authorized Agent or

Official of _____ a Florida Company, who is personally known to me or

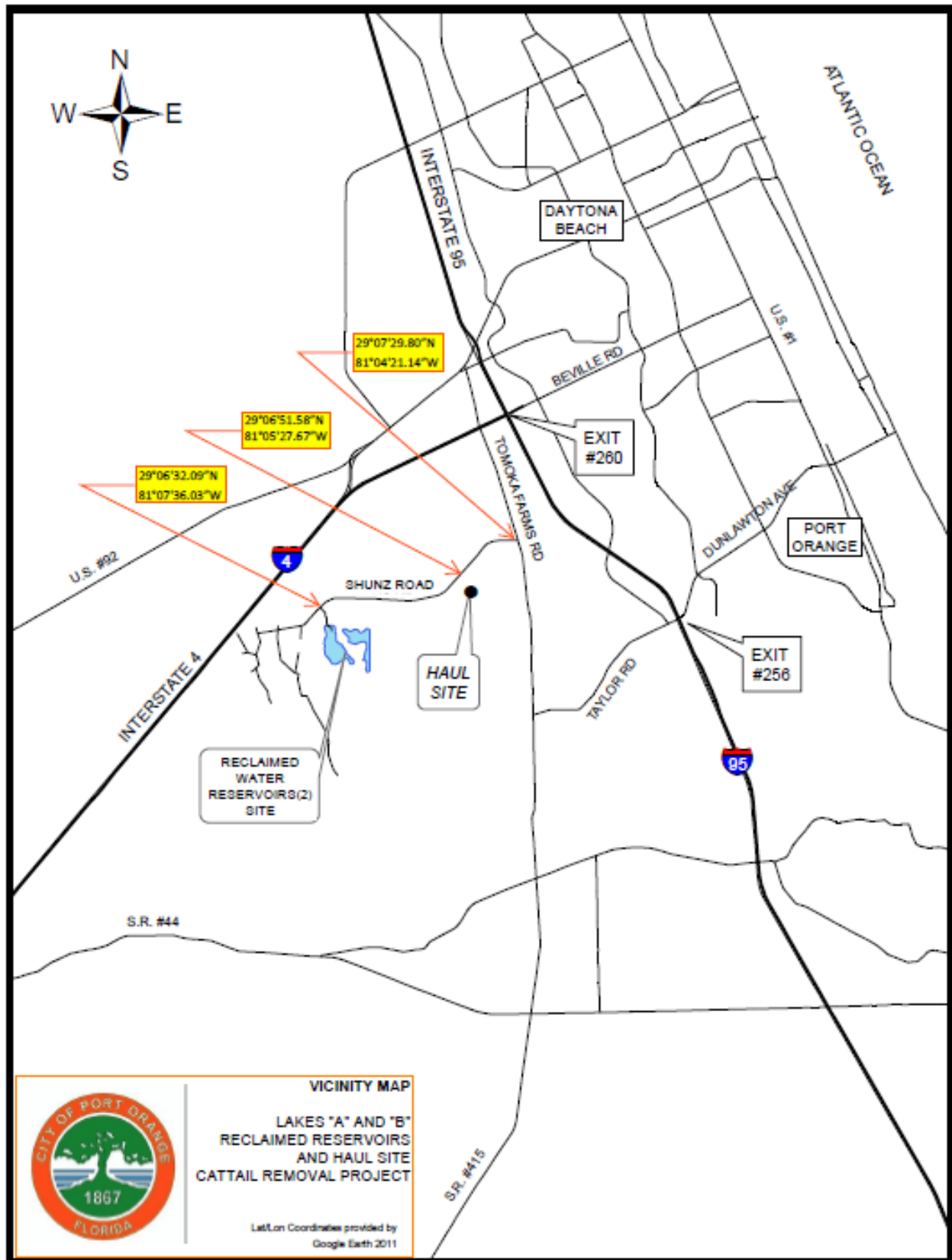
who has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida

Commission No. _____

SECTION 01200

RESERVOIR LOCATION VIVINITY MAP





SECTION 01300

STANDARD CONTRACT FOR SERVICES

BID # 11-15 RECLAIMED WATER RESERVOIRS CATTAIL REMOVAL

This Contract is entered into this ____ day of _____, 2011, by and between the City of Port Orange, Florida, or its authorized agents, and the Contractor identified below for materials and services identified herein, on the following terms and conditions.

1. Definitions.

- (a) As used in this Contract, the term "City" shall mean the City of Port Orange, Florida.
- (b) As used in this Contract, the term "Contractor" shall mean: *(Insert Name of Contractor)*

2. Provision of Services.

- (a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange as outlined in:

Bid # 11-15 RECLAIMED WATER RESERVOIRS CATTAIL REMOVAL

- (b) The time, manner and place for performance of such services shall be:

Time: As outlined and directed in Bid # 11-15 RECLAIMED WATER RESERVOIRS CATTAIL REMOVAL

Place: As outlined in Bid #11-15 Reclaimed Water Reservoirs Cattail Removal as required on all City owned facilities and properties (i.e. retention ponds, right-of- ways, etc.) and in a manner as required by all current Federal, State, Health Dept., Local Fire, Building and Development Codes, Laws, Ordinances, Permits, and Licenses as outlined City Code of Ordinances.

3. Time and Essence.

Commencement - On July 1, 2011 upon receipt of an official "Notice to Proceed".

4. City Obligations.

In return for the services identified above, the City shall pay the Contractor the following: As outlined in attached proposal/bid form.

5. Termination for Convenience of the City:

- (a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

- (b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

- (c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice.

- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice.

- (iii) terminate all subcontractors except those made with respect to contract performance not subject to the Notice.

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of their termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager to this Contract, shall pay from using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of termination, the total of --
 - (a) cost of work performed or supplies delivered;
 - (b) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (c) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 16 of this contract concerning disputes.

6. When termination for the convenience of the City is a provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages, which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default.

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

8. Examination of Records.

(a) The Contractor agrees that the City, or any duly authorized representative, shall until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally

disposed of.

9. Termination of Non-Appropriation of Funds.

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

10. The Contractor shall maintain insurance during the life of this agreement as listed in the bid, and the City of Port Orange must be listed as additional insured on that insurance document, a waiver of subrogation on the workers compensation shall suffice in lieu of additional insured, in an amount and a form set forth herein, to insure against risks which are identified herein. Insurance companies shall be rated by A.M. Best A rating or better. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Best's Rating of "A" or better accordingly to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57.

11. Assignability of Contract:

Neither this contract, nor any part thereof, may be assigned by the Contractor to any other party without the express written permission of the City Council.

12. Modifications or Changes to this Contract:

(a) Change orders. The Public Utilities Director or his designee, with the concurrence of the City's signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance; provided that no Contractor shall be excused from performance under the changed contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

(b) If any change under this clause causes an increase or decrease in the contractor's cost of, or time required for, the equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change. Failure to agree to any adjustment shall not excuse a contractor from proceeding with the contract as changed.

(c) The Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) The Contractor shall make a demand for payment for changed work within thirty (30) days of receipt of a change order, unless such time period is extended in writing, or unless the Finance Director requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the City is prejudiced by such delay.

(e) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

13. Warranties:

Contractor warrants that (1) the supplies to be provided to the City pursuant to this Agreement are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Agreement conform to the standards required by Paragraph 3(b) of this Contract.

The Contractor further warrants that the Contractor has title to the supplies provided, in that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Agreement, together with service warranties and guarantees, shall run to the City and its successors and assigns.

14. Inspection:

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City either (i) may by Contract or otherwise replace or correct such supplies and charge to the Contractor the cost occasioned. The City thereby; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default". Unless the Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances.

Acceptance or rejection of the supplies shall be made as promptly practicable after delivery, except as otherwise provided in this Contract; by failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefore.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

Contract Administration--Delegation of Authority. The Public Utilities Department will perform contract administration of this Contract. The specific individual assigned to administer this contract is: Mr. Fred Griffith, Public Utilities Engineer, City of Port Orange, Florida. See #20 for notice. The contract administrator is not authorized to approve changes to this contract unless such authority has been delegated to the contract administrators in writing and has been approved by the City's signatories to this Contract. The City will not be held liable for any changes, which have not been properly authorized and approved in accordance with this Contract.

15. Liability for Loss or Damage:

The Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of the Contractor, his agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by the Contractor his agents, servants and employees. The Contractor shall submit to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury, a full written report.

16. Non-discrimination:

During the performance of this Contract, Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such contract is a bona-fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor agrees and fully supports and complies with the American Disabilities Act of 1990.

(b) Contract shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

17. Disputes:

The Public Utilities Director or his designee, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, the Contractor mails or otherwise furnishes to the Public Utilities Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten-(10) days from the date of receipt of the decision of the City Manager's appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, the Contractor shall proceed diligently with the performance of the Contract in accordance with that decision.

18. Additional Provisions.

As may have been outlined in: "Bid #11-15 RECLAIMED WATER RESERVOIRS CATTAIL REMOVAL

19. Integration Clause:

This Contract and the bid documents which are incorporated herein by reference, shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

20. Notice: For purposes of this agreement, notices shall be sent as follows:

City of Port Orange
Kenneth W. Parker, City Manager
1000 City Center Circle
Port Orange, FL 32129

Copy to: City of Port Orange
Fred Griffith, Public Utilities Engineer
1000 City Center Circle
Port Orange, FL 32129

CITY OF PORT ORANGE, FLORIDA

By: _____
Allen Green, Mayor

Date: _____

Attest: _____
Kenneth W. Parker, City Manager

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Allen Green, Mayor and by Kenneth W. Parker, City Manager, of the City of Port Orange, Florida, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public, State of Florida

Commission No. _____

CONTRACTOR

Firm / Contractor Name

By: _____

Authorized Official or Company Representative

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____ Authorized Official or Authorized Representative of _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida

Commission No. _____

SECTION 01400

BID BOND

Attached hereto is a cashier's check on the

Bank of

or Bid Bond for the sum of _____Dollars

(_____), made payable to _____(Owner).

(Name of Bidder) (Affix Seal)

(Signature of Officer)

(Title of Officer)

Name of Bidder

Address

City/State/Zip

Telephone

Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

SECTION 01500

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

- A. Name of bidder.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$_____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this
day of _____,

_____, 20____.

Name of Bidder

By: _____
Title

State of _____

County of _____

_____ being duly sworn deposes and says that he is the
_____ of _____ and that the answers to the
_____ are true.
Name of Organization

foregoing questions and all statements therein contained are true and correct.

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

20____.

Notary Public

My commission expires:

SECTION 01600

LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1					
2					
3					