CITY OF MARATHON
FLORIDA

Invitation to Bid
For
US 1 Median Landscape Installation

December 2010

INVITATION TO BID ("ITB")
FOR
US 1 MEDIAN LANDSCAPING PROJECT

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PARTIES the City of marathon is accepting sealed bids for the **"CITY OF MARATHON US 1 MEDIAN LANDSCAPING PROJECT"**

The work for which proposals are to be submitted consists of installation of landscaping within the medians on US 1 from Aviation Blvd East to 107th Street.

Firm(s) should be licensed to do business in the State of Florida.

Bid Security in the amount of one percent (1%) of the Total Base must accompany the Bid in accordance with the Instructions to Bidders.

Bid documents may be examined at City Hall at 9805 Overseas Highway Marathon, Florida, 33050. Bid documents may be obtained online only at www.demandstar.com. **All bids must be submitted in sealed envelopes to the City Clerk on or before February 1, 2011, at 2:00 PM Local time. Any bids received after 2:00 PM on said date will not be accepted.**

The City reserves the right to reject any or all bids to waive informalities, except timely submission of bids, in any bids received to re-advertise for bids or to take any other such action that may be deemed in the best interests of the City. As a matter of information to bidders, the City does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any bid, which in the judgment of the City Council will best serve the needs and interests of the City.

Prospective bidders shall not contact or otherwise communicate with City Staff or City Officials. All questions should be directed to Susie Thomas at 305-289-4103 or thomass@ci.marathon.fl.us

BID DOCUMENTS OBTAINED FROM ANY SOURCE OTHER THAN DEMANDSTAR MAY NOT BE ACCURATE OR COMPLETE, AND EACH BIDDER AND SUBCONTRACTOR ASSUMES ALL RISKS BY ITS RELIANCE ON SUCH DOCUMENTS. ANY BIDDER AND SUBCONTRACTOR WHO HAVE NOT OBTAINED BID DOCUMENTS FROM DEMANDSTAR WILL NOT BE NOTIFIED OR ANY ADDENDA ISSUED BY THE OWNER, WHICH COULD CONTAIN MATERIAL CHANGES THERETO (SUCH AS ADDITIONS OR CHANGES TO THE TECHNICAL SPECIFICATIONS, EXTENSIONS OF TIME, ETC.)

The City of Marathon
CITY MANAGER

SECTION 1
INSTRUCTIONS TO BIDDERS

1.01. **SEALED PROPOSALS**- Sealed proposals for furnishing all goods and services necessary to complete the Work specified in these documents will be received at:

Date: February 1, 2011

Time: 2:00 p.m.

Place: City Clerk's Offices

1.02. **DEFINITION OF TERMS-** Certain terms used in these documents are defined as follows:

Bid\Proposal	The bid documents submitted by the Bidder.
Bidder	Any Person, firm or corporation submitting a proposal for the Work covered by these specifications or his duly authorized representative.
City	The City Council of the City of Marathon or the City Manager, if applicable.
Contractor	The person, firm or corporation with whom the City has executed a contract for the Work.
Days	Days shall mean calendar days.
Responsible Bidder	In order to be considered a "responsible" bidder, the Bidder must have adequate equipment and personnel to do the Work within the time limits that are established, have adequate financial status to meet the obligations to perform the Work, have the ability to meet the Federal Highway/Federal Department of Transportation requirements, and have not defaulted on a prior contract with the City.
Responsive Bidder	Any person, firm or corporation submitting a Bid for the Work whose Bid form is complete and includes all required attachments and enclosures, free from exclusions or special conditions and has no alternative Bids for any items, unless alternatives are requested in the specifications.
Work	The services required by the Contract Documents

1.03. **DELIVERY OF PROPOSALS**- All Bids, whether mailed or delivered in person, shall be submitted in a SEALED ENVELOPE bearing on the outside the name of the Bidder and his address clearly marked:

and addressed to:

City of Marathon
9805 Overseas Highway
Marathon, FL 33050

Attention: City Clerk

All Bids must be received by the City no later than 2:00 p.m. on February 1, 2011.

1.04. **BID GUARANTY**- A certified or cashiers check drawn on a national or state bank, or bid bond, in a sum not less than one percent (1%) of the total amount of the Bid, shall accompany each Proposal as a guarantee that the Bidder will, if award is made, execute an Agreement to do the Work for the amount proposed and furnish any required certificates of insurance and bond documents. The bid bond shall be from a surety with an A-rating or better under Best's Guidelines, made payable to: The City of Marathon.

1.05. **PROPOSAL FORMS**- The Bidder shall submit two (2) originals of the Proposal. The Bidder shall fill in all the blank spaces completely for each and every unit item for which a Bid is tendered. The Bidder shall state the price, typewritten or in ink, for which he proposes to do each item of Work. The Proposal shall include: 1) Proposal Form; 2) Certificate or Evidence of Insurance; 3) Bid Guaranty; 4) Qualifications Statement; 5) Copies of Licenses; 6) Public Entity Crime Form; 7) any Addenda; and 8) a Corporate Resolution evidencing Authorization to Submit Bid, if applicable.

1.06. **SIGNATURE ON PROPOSAL**- The Bidder shall sign the Proposal as follows: If the proposal is made by an individual, the Bidder's name and address shall be shown. If made by a firm or partnership, the name and address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its corporate officers. The proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the proposal as agent shall include in the proposal legal evidence of his/her authority to do so.

1.07. **FAMILIARITY WITH LAWS**- The Bidder is assumed to be familiar with all applicable Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect the Work.

1.08. **QUALIFICATION OF BIDDERS**- Each Bidder shall submit a completed Qualification Statement utilizing the form attached.

1.09. **RIGHT TO REJECT PROPOSALS**- The City reserves the right to reject any and all Bids, with or without cause, and to waive technical errors and informalities.

1.10. **AWARD OF CONTRACT-**

1.10.1. The Award of the contract will be to the lowest Responsive and Responsible Bidder, whose qualifications indicate the Award will be in the best interest of the City and whose Proposal complies with the requirements of these specifications. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder(s) and the City is satisfied that the Bidders are qualified to do the Work and have the necessary organization, capital and equipment to carry out the Work in the specified timeframes.

1.10.2. If the City accepts a Bid, the City will provide a written notice of award to the lowest Responsive and Responsible Bidder.

1.10.3. If the successful Bidder to whom a contract is awarded forfeits the Award by failing to meet the conditions of subsection 1.12, the City may, at the City's sole option, award the contract to the next lowest Responsive and Responsible Bidder or reject all Bids or re-advertise the Work.

1.11. **RETURN OF THE BID GUARANTY-** All Bid Guarantees of unsuccessful Bidders will be returned after the contracts are awarded and executed.

1.12. **EXECUTION OF CONTRACT-** The successful Bidder(s) shall, within ten (10) days of receipt of a written notice of the Award of the contract, deliver to the City a fully executed contract and all requested certificates of insurance and bonds.

1.13. **FAILURE TO EXECUTE THE CONTRACT-** The failure of the successful Bidder(s) to execute a contract and submit required insurance certificates and bonds as specified in subsection 1.12 will result in forfeit of the Award. Each Bidder agrees in advance that the City will sustain certain damages too difficult to accurately ascertain. Accordingly, if the Award is forfeited under this Section, the amount of the Bid Guaranty of the forfeiting Bidder will be retained by the City, not as a forfeiture or a penalty, but as liquidated damages.

1.14. **TIME AND AWARD-** The Bidder agrees to abide by the unit prices quoted in the Bid for up to 120 days from the date of bid opening to allow for the City to review, award and execute the contract.

1.15. **INTERPRETATION AND CLARIFICATION-** All questions about the meaning or intent of the Bid Documents and specifications shall be directed in writing to the City's Director of Community Services at 9805 Overseas Highway; Marathon, FL 33050. Interpretation or clarifications considered necessary by the City in response to such questions will be issued by means of addenda mailed or delivered to all parties recorded by the City as having received the Bid Documents. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda shall be binding. Oral and other interpretation or clarifications shall be without legal effect.

1.16. **BID MODIFICATIONS-** No modifications shall be submitted by Bidder or accepted by the City.

1.17. **WITHDRAWAL OF A BID**- A Bidder may withdraw his Bid at any date and time prior to the time the Bids are scheduled to be opened.

1.18. **OPENING OF BIDS**- Bids will be publicly opened and read aloud at the appointed time and place stated in the Invitation to Bid. Late Bids will not be considered. No responsibility will be attached to any City Staff for the premature opening of a Bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening.

1.19. **PUBLIC ENTITY CRIMES ACT**- In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had 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 the City, 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 or real property to the City, 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 the City in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

1.20. **CITY LICENSES PERMITS AND FEES**- In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee a contractor will have to pay the City before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the City and payable to the City by virtue of the Work as part of the contract are as follows:

1) Contractor shall have and maintain during the term of this contract all appropriate City licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSE FEES.

Licenses, permits, and fees which may be required by County, State or Federal entities are not included in the above list.

1.21. **INSURANCE**- The Bidder shall be required to provide and maintain insurance coverage of such types and amounts as specified in Section 2.11 of the Contracts. The Bidder shall include with his Proposal either Certificates of Insurance evidencing same or documentation from his insurer evidencing the insurability of the Bidder to meet the Insurance requirements.

SECTION 2
CONTRACT

THIS CONTRACT is made this ___day of ____, 2010 by and between the City of Marathon, Florida (the "City") and _____ (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

2.1. **SCOPE OF WORK**- The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as outlined in the Detailed Specifications.

2.2. **COMPENSATION/PAYMENT**-

2.2.1. Contractor shall provide the City with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

2.2.2. The City shall make payment on said invoices of approved amounts due, that are not subject to set off, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.

2.2.3. The Contractor shall be compensated at the unit prices specified in the Bid Schedule based upon the actual Work completed for the month.

2.2.4. Upon proposal requested by City Manager or designee, the Contractor may perform additional services as needed.

2.3. **TERM**- This Agreement shall be effective upon Notice to Proceed and shall continue through one year from final completion.

2.4. **CONTRACTOR'S DUTY TO INSPECT**- The Contractor has carefully examined the described rights of way, water management areas and similar planting areas and has made sufficient tests and other investigations to fully satisfy himself as to site conditions, and he assumes full responsibility therefore. The Contractor shall be responsible for the repair or replacement of any facility damaged by the Contractor.

2.5. **NON-WAIVER**- The approval, and/or acceptance of any part of the Work by the City shall not operate as a waiver by the City of any other terms and conditions of the Agreement.

2.6. **PROTECTION OF PROPERTY AND THE PUBLIC**- The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this contract as follows:

2.6.1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

2.6.2. The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work, from sunset to sunrise, suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; provide all necessary security staff on the Work by day or by night for the safety of the public; and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

2.6.3. The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the City and of any land adjoining any work sites, which may be caused by Contractor. The Contractor shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or construction operations, and shall take all necessary or directed steps, to protect the property. The same care shall be exercised by all Contractor's and subcontractor's employees.

2.6.4. Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the Work.

2.7. **INDEMNIFICATION**-

2.7.1. The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of Work under this contract, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

2.7.2. This indemnification obligation shall survive the termination of this Agreement.

2.7.3. The Contractor shall defend the City or provide for such defense, at the City's option.

2.7.4. The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this contract. Contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

2.8. **CONTRACT DOCUMENTS**- The following documents shall, by this reference, be considered part of this Contract:

Instructions to Bidders;
All Addendums;
Contract Agreement;
Proposal;
Detailed Specifications;
Qualification Statement;
Public Entity Crime Form;
Federal Highway Administration/Florida Department of Transportation Provisions;
Insurance Certificates;
Permits;
Licenses

2.9. **CONTRACTOR'S EMPLOYEES**-

2.9.1. The Contractor shall at all times have a competent supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.

2.9.2. Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.

2.9.3. Contractor shall, upon receipt of a written request from the City, immediately exclude any employee of Contractor from providing Work under this Agreement.

2.9.4. The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.

2.10. **VEHICLES AND EQUIPMENT**- Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Agreement. All vehicles used by Contractor to provide services under this agreement shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The City may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.

2.11. **INSURANCE**-The Contractor shall provide and maintain during the life of this Agreement the following coverages.

2.11.1. "Worker's Compensation Insurance" in amounts as specified by Florida Law.

2.11.2. Comprehensive and general liability and auto insurance policies. Insurance shall be provided with a limit of $1,000,000.00 for general liability and $300,000.00 for comprehensive and auto as follows:

a. Comprehensive General Liability Insurance, including Products and/or Completed Operations, Explosion Hazard, Collapse Hazard and Underground Property Damage Hazard. The City shall be named as additional insured.

b. Comprehensive Auto Liability Insurance. The City shall be named as an additional insured.

c. Contractual Liability Insurance. The City shall be named as additional insured.

2.11.3. All insurance shall be obtained from companies that are licensed and authorized to do business in the State of Florida.

2.11.4. At the time of execution of this Agreement, the Contractor will file with the City certificates of such insurance that are acceptable to the City. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the City.

2.12. **ASSIGNMENT AND AMENDMENT**- No assignment by the Contractor of this contract or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Agreement without prior written approval of the City. This Agreement may only be amended by the parties with the same formalities as this Agreement.

2.13. **TERMINATION**-

2.13.1. Either party may terminate this Agreement without cause upon 30 days written notice to the other party.

2.13.2. Upon notice of such termination, the City shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

2.13.3. After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Agreement, and shall do so on the date specified in the notice of termination.

2.13.4. The City may terminate this Agreement upon five (5) days written notice if the Contractor defaults on any material term of this Agreement.

2.14. **CHOICE OF LAW**- This contract shall be governed by the laws of the State of Florida. Venue shall lie in Monroe County.

2.15. **ATTORNEY'S FEES**- In the event either party to this Agreement is required to retain legal counsel to enforce any of its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.

2.16. **ACCESS TO PUBLIC RECORDS**- The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The City shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Agreement for a period of three (3) years from the date of Termination.

2.17. **INSPECTION AND AUDIT**- During the term of this Agreement and for three (3) years from the date of Termination the Contractor shall allow City representatives access during reasonable business hours to Contractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the City determines the Contractor was paid for services not performed, upon receipt of written demand by the City, the Contractor shall remit such payments to the City.

2.18. **SEVERABILITY**- If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

2.19. **WAIVER OF JURY TRIAL**- The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.

2.20. **COUNTERPARTS**- This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

2.21. **NOTICES**- Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

City:

City of Marathon
9805 Overseas Highway
Marathon, FL 33050

Attention: City Manager

Contractor:

_____
_____
_____
_____

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest:

By: _____
Diane Clavier, City Clerk

By: _____
City Attorney

CITY OF MARATHON

By: _____
Ginger Snead, Mayor

Signed, sealed and witnessed in the presence of:

By:_____

* As to Contractor:

By: _____

(*) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

SECTION 3
PROPOSAL

US 1 MEDIAN LANDSCAPING PROJECT

Proposal of _____
(name)

_____
(address)

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

"US 1 Median Landscaping Project"

TO: City of Marathon
9805 Overseas Highway
Marathon, Florida 33050

Attention: City Clerk

The undersigned, as Bidder, hereby declares that the only person or persons interested in the proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Proposal of the contract to which the Work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making Bids or Proposals and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Bidders, Contract, Proposal, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form and Insurance requirements and he has read all addenda prior to the opening of Bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to timely execute a contract with the City in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Proposal and Contract, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the contract form.

The Bidder agrees to execute a contract and furnish the executed contract, all required bonds, insurance certificates, and other required information to City within ten (10) ten calendar days after written notice of the award of contract. Failure on the part of the Bidder to timely comply with this provision shall give City all rights and remedies set forth in the Instructions to Bidders.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the contract and the City. However, in utilizing the schedule, the Bidder agrees that in no event shall compensation paid to the Bidder under the contract exceed the dollar amount of the Bidder's proposal amount as set forth in the attached proposal form.

It is intended that all Work to be performed under this Proposal shall commence February 15, 2011.

In no event shall City be obligated to pay for work not performed or materials not furnished.

Bidder's Certificate of Competency No._____

Bidder's Occupational License No._____

WITNESS

_____ By: _____
Signature of Authorized Agent

_____

(SEAL)

SCHEDULE OF VALUES FOR US 1 MEDIAN LANDSCAPING PROJECT

COST

US 1 MEDIAN LANDSCAPING PROJECT	**$**

NOTE: Local Preference Ordinance 2009-01 (attached) will apply to this ITB

SECTION 4
DETAILED SPECIFICATIONS

4.01 The plans included with the bid document contain the specifications for the US 1 Median Landscaping Project. Minor modifications to the plan may occur as the City continues to coordinate with FDOT regarding planned improvements within the project area. Contractor is responsible for furnishing surveyed as-builts at final completion.

SECTION 5
SCOPE OF WORK

5.01 The contractor shall furnish and install Hurricane palms, Chinese Fan palms, Thatch palms, and Sunshine palms in the size and quantities specified on the updated plant list* included with the bid document. All plant material must be Florida No. 1 grade nursery stock and installed in accordance with FDOT planting specifications. The contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to perform complete the US 1 Median Landscaping project.

Maintenance of Traffic (MOT) shall comply with Florida Department of Transportation (FDOT) specifications and coordinated with the Marathon FDOT office.

Irrigation maintenance is the responsibility of the contractor within the limits specified in design drawings.

Furnishing surveyed as-builts will be the responsibility of the contractor at final completion.

*Updated plant list supersedes plant list on permit plans

SUPPLEMENT TO BID/TENDER FORM
THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED RESPONSIVE.

QUALIFICATION STATEMENT

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

2. The address of the principal place of business is:

3. Company telephone number:

4. Number of employees:

5. Number of employees assigned to this project:

6. Company Identification numbers for the Internal Revenue Service:

7. Monroe County and City of Marathon Occupational License Number, if applicable, and expiration date:

8. Restricted Pesticide Licenses number (attach copies)?

9. How many years has your organization been in business as a Landscaping Contractor?

10. What is the last project of this nature that you have completed?

11. Have you ever failed to complete any work awarded to you? If so, where and why?

12. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

12.1. _____
(name) (address) (phone #)

12.2. _____
(name) (address) (phone #)

12.3. _____
(name) (address) (phone #)

13. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-ventures.)

NAME OF PROJECT	OWNER	TOTAL CONTRACT VALUE	CONTRACTED DATE OF COMPLETION	% OF COMPLETION TO DATE

(Continue list on insert sheet, if necessary.)

14. Has the Bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance?

15. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each such subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be unreasonably withheld.

16. What equipment do you own that is available for the work?

17. What equipment will you purchase for the proposed work?

18. What equipment will you rent for the proposed work?

19. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar work.

20. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

    20.1 The correct name of the Bidder is:

    20.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).

    20.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

20.4. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.

20.5. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

20.6. List and describe all successful Bid, Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

20.7. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

NAME	RELATIONSHIPS

STATE OF FLORIDA)
) SS.
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 2010.

(NOTARY SEAL)

_____
(Signature of person taking acknowledgment)

_____
(Name of officer taking acknowledgment)
typed, printed or stamped

_____
(Title or rank)

_____
(Serial number, if any)

SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Sombrero Beach Road Landscaping Installation.

2. This sworn statement is submitted by _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is _____ and
(Please print name of individual signing)

my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____ _____

Bidder's Name Signature

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____, who is (who are) personally known to me or who has produced _____as identification and who did (did not) take an oath.

_____

Notary Public Signature

_____

Notary Name, Printed, Typed or Stamped

Commission Number: _____

My Commission Expires: _____

Sponsored by: Ramsay
Introduction Date: January 13, 2009
Public Hearing Dates: January 13 and 27, 2009
Enactment date: January 27, 2009

CITY OF MARATHON, FLORIDA
ORDINANCE 2009-01

AN ORDINANCE OF THE CITY OF MARATHON, FLORIDA, PERTAINING TO LOCAL PREFERENCE IN PURCHASING; AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2 OF THE CODE OF THE CITY OF MARATHON; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council finds that it is in the best interests of the City to maintain and expand a preference in procurement for local businesses for certain goods and services.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recital is true and correct and incorporated by this reference.

Section 2. Local Preference. Chapter 2, Article VI, Division 2 of the Code of Ordinances of the City of Marathon entitled "Purchasing" is hereby amended to read as follows:

Section 2-168. Definitions.

For the purposes of this Chapter, the following word will be defined as follows:

Local Business shall mean a business with a current required Monroe County occupational license or business tax receipt, and has its headquarters within the corporate limits of the City or has a place of business located within the corporate limits of the City at which it will produce the goods or perform the services to be purchased. Post office box numbers or residential addresses alone may not be used to establish status as a Local Business. If a business is a joint venture, it is sufficient for qualification as a Local Business if at least one of the joint venturers meets the test set forth above.

"Professional Services" shall mean services, the value of which is substantially measured by the professional competence of the person or persons performing them, and which are not susceptible to realistic competition of cost of service alone. Professional Services shall include, but not be limited to, services customarily rendered by architects, engineers, attorneys, surveyors, certified public accountants and financial, personnel, systems, planning and management consultants.

Section 2-169. Preference for Local Businesses.

(a) Any Local Business that replies to a formal competitive sealed bid request shall receive a preference bonus of ten percent (10%) during the tabulation of the bid proposals. After determining all qualified bidders, the preference bonus shall be calculated by multiplying all properly established Local Business bid amounts by 0.90. After comparing these adjusted dollar amounts to all other qualified bidders, should the adjusted value establish the Local Business as the lowest qualified bidder, then the Local Business shall be awarded the bid at the original amount submitted.

(b) Any Local Business that submits a proposal as part of a request for proposals process shall receive a preference bonus of ten percent (10%) of the overall points received by such Local Business as part of the evaluation and scoring process.

(c) Any Local Business that submits a proposal as part of a request for qualifications process shall receive a preference bonus of ten percent (10%) of the overall points received by such Local Business as part of the evaluation and scoring process.

(d) If a local preference is to be employed as provided for by this Section, the invitation for bid documents, the request for qualifications documents, or the request for proposal documents shall set forth such local preference requirements.

Section 2-170. Applicability and Exemptions.

(a) The local preference shall apply to the purchases of material, supplies, equipment, improvements or services in which the City either solicits competitive, sealed bids, issues a request for proposals, or issues a request for qualifications.

(b) The local preference provided for by this Chapter shall not be applied where application of the preference would conflict with a statute, administrative rule, or the terms of any grant funding the purchase or contract.

(c) With regards to contracts for Professional Services, the provisions of this Chapter may be waived by the City Council. If the provisions of this Chapter are waived for a particular award, the Professional Services may be selected based on experience, skill, education, recommendations or any other qualifications the Council finds relevant.

Section 3. Severability. The provisions of this Ordinance are declared to be severable if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code. It is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the code of The City of Marathon, Florida, that the sections of the Ordinance may be renumbered or relettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Effective Date. This Ordinance shall be effective immediately upon enactment.

ENACTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, this 27th day of January 2009.

THE CITY OF MARATHON, FLORIDA

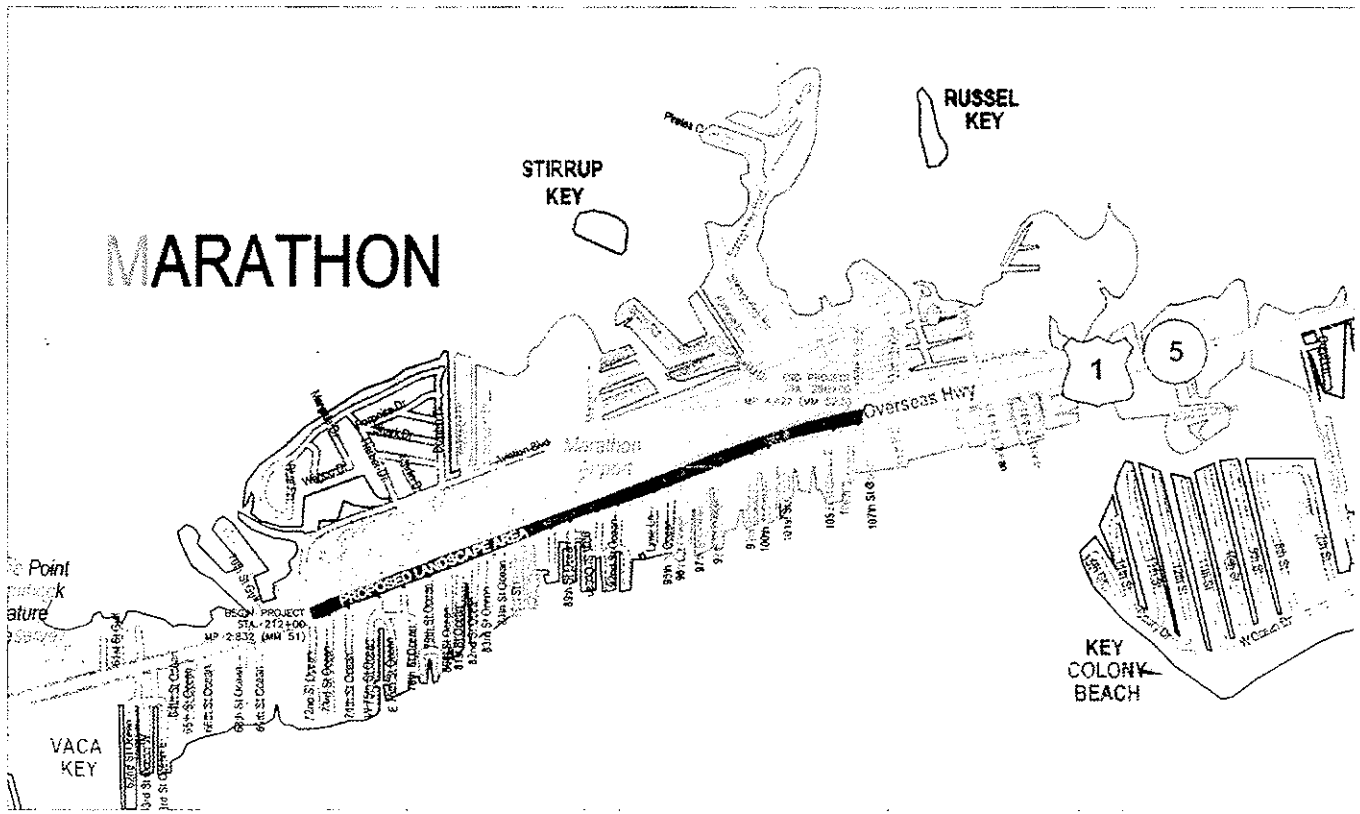
Mike Cinque, Mayor

US 1 Median Landscape Project

Updated Plant List

Scientific Name	Common Name	Size & Min C.T.	Quantity
Dictyosperma album	Hurricane palm	10'-12 O.A./8.5' C.T.	12
Livistona chimensis	Chinese fan palm	14'-16' O.A./8.5' C.T.	20
Thrinax radiata	Florida thatch palm	10'+ O.A./8.5' C.T.	10
Veitchia arecina	Sunshine palm	18'-20' O.A./8.5' C.T.	33

MARATHON BEAUTIFICATION PROJECT



2010 L 692 3

WORK WITHIN THE F. D. O. T.

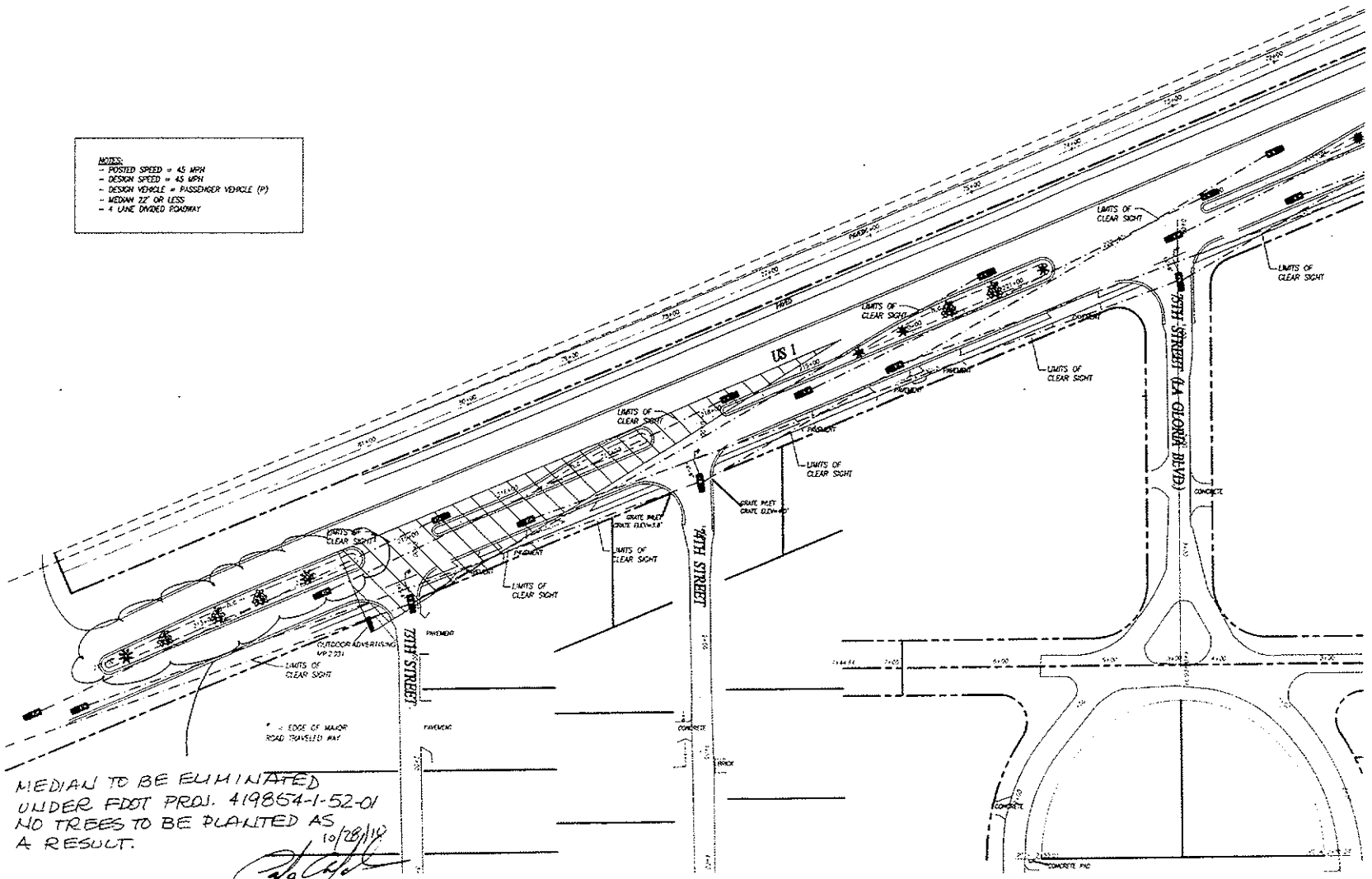
RIGHT OF WAY SHALL CONFORM TO CURRENT F.D.O.T. STANDARDS AND SPECIFICATIONS

INDEX OF DRAWINGS

L1.0 LANDSCAPE PLAN
L1.1 LANDSCAPE PLAN
L1.2 LANDSCAPE PLAN
L1.3 LANDSCAPE PLAN
L1.4 LANDSCAPE PLAN
L1.5 LANDSCAPE PLAN
L1.6 LANDSCAPE PLAN
L2.0 DETAILS
L2.1 DETAILS

APR 27 2010

WEC
20020 VETERANS BOULEVARD
SUITE 7
PORT CHARLOTTE, FLORIDA 33954
(941) 764-6447 LB #6656



MEDIAN TO BE ELIMINATED UNDER FDOT PROJ. 419854-1-52-01
NO TREES TO BE PLANTED AS A RESULT.

10/28/14

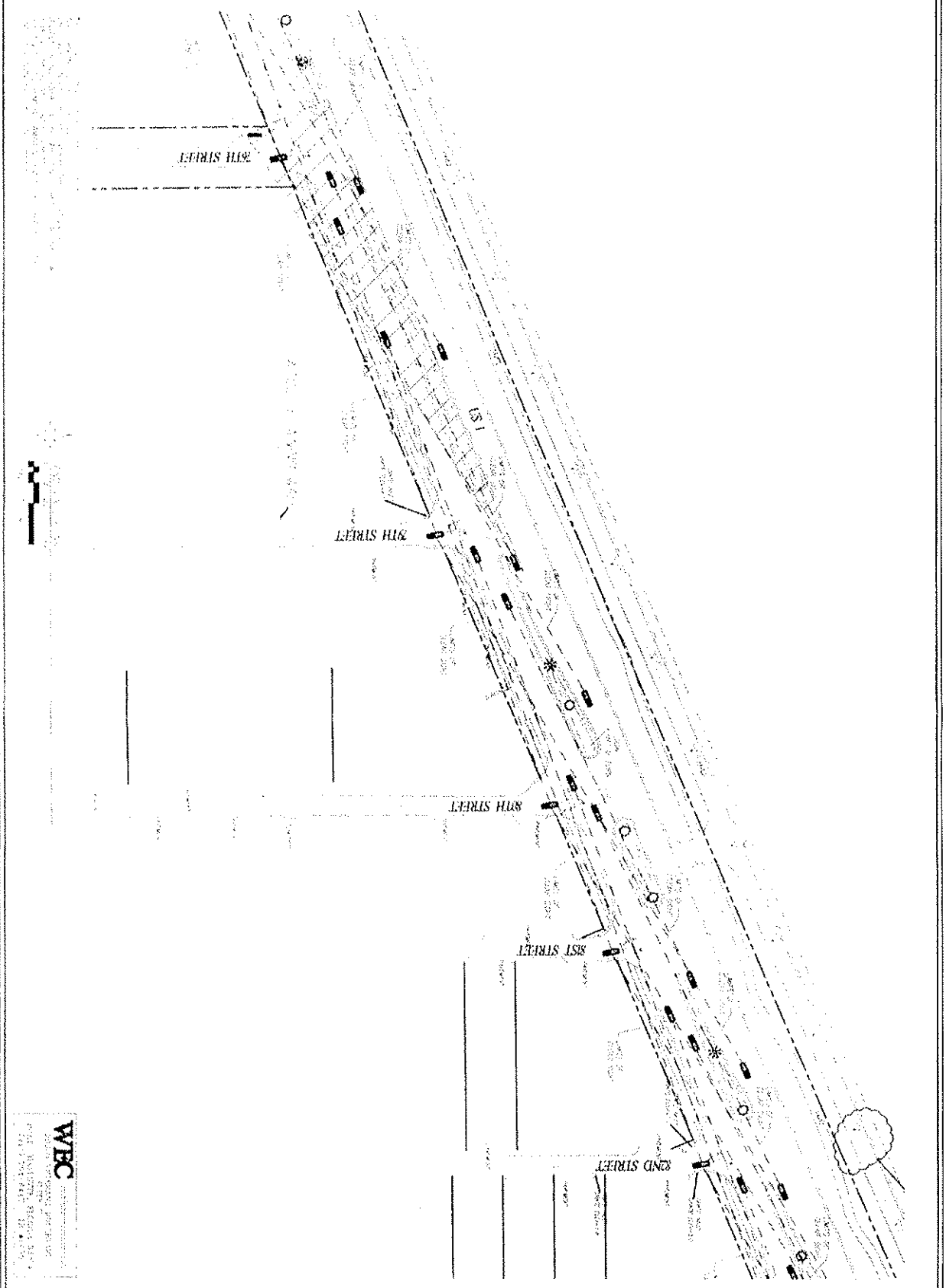
CARLOS A. SOLIS, P.E.
Public Works MNGR
City of Marathon

(*) = EDGE OF MAJOR ROAD TRAVELED ROAD
FOR PLANTING DETAILS SEE L2.1
LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES IN ALL AREAS TO BE LANDSCAPED AND COORDINATE WITH FKAA, FKEC, PHONE AND CABLE COMPANIES
EXISTING SOD TO REMAIN, DAMAGED SOD TO BE REPLACED BY LANDSCAPE CONTRACTOR AT NO CHARGE.

LANDSCAPE PLAN
0 10' 20' 40'
SCALE 1" = 40'

WEC
20030 VETERANS BOULEVARD
SUITE 7
PORT CHARLOTTE, FLORIDA 33954
(941) 764-6447 LB #6656

US1 BEAUTIFICATION
PROJECT
MARATHON, FLORIDA



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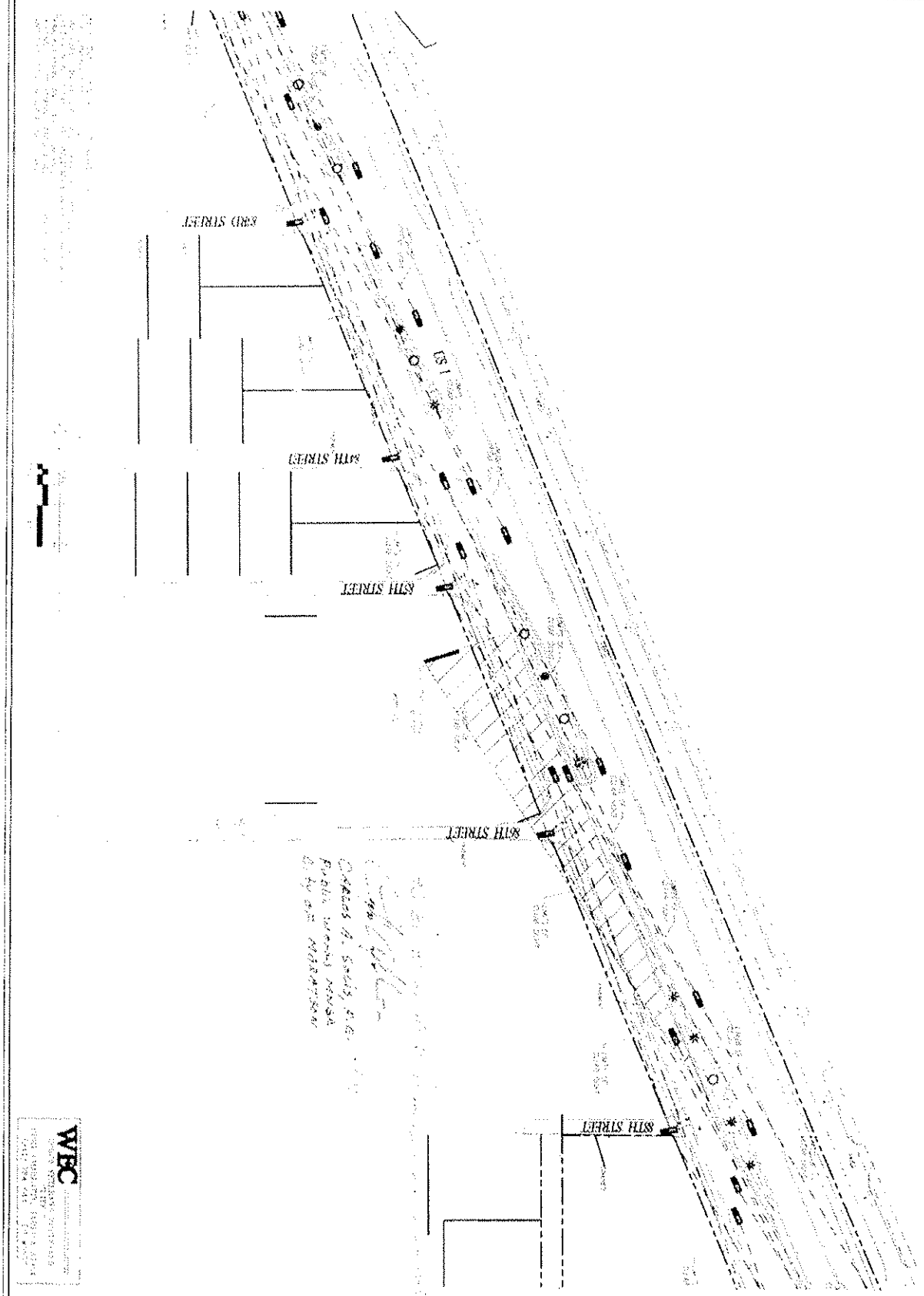


US1 BEAUTIFICATION
PROJECT
MARATHON, FLORIDA

US1 BEAUTIFICATION
PROJECT
MARATHON, FLORIDA

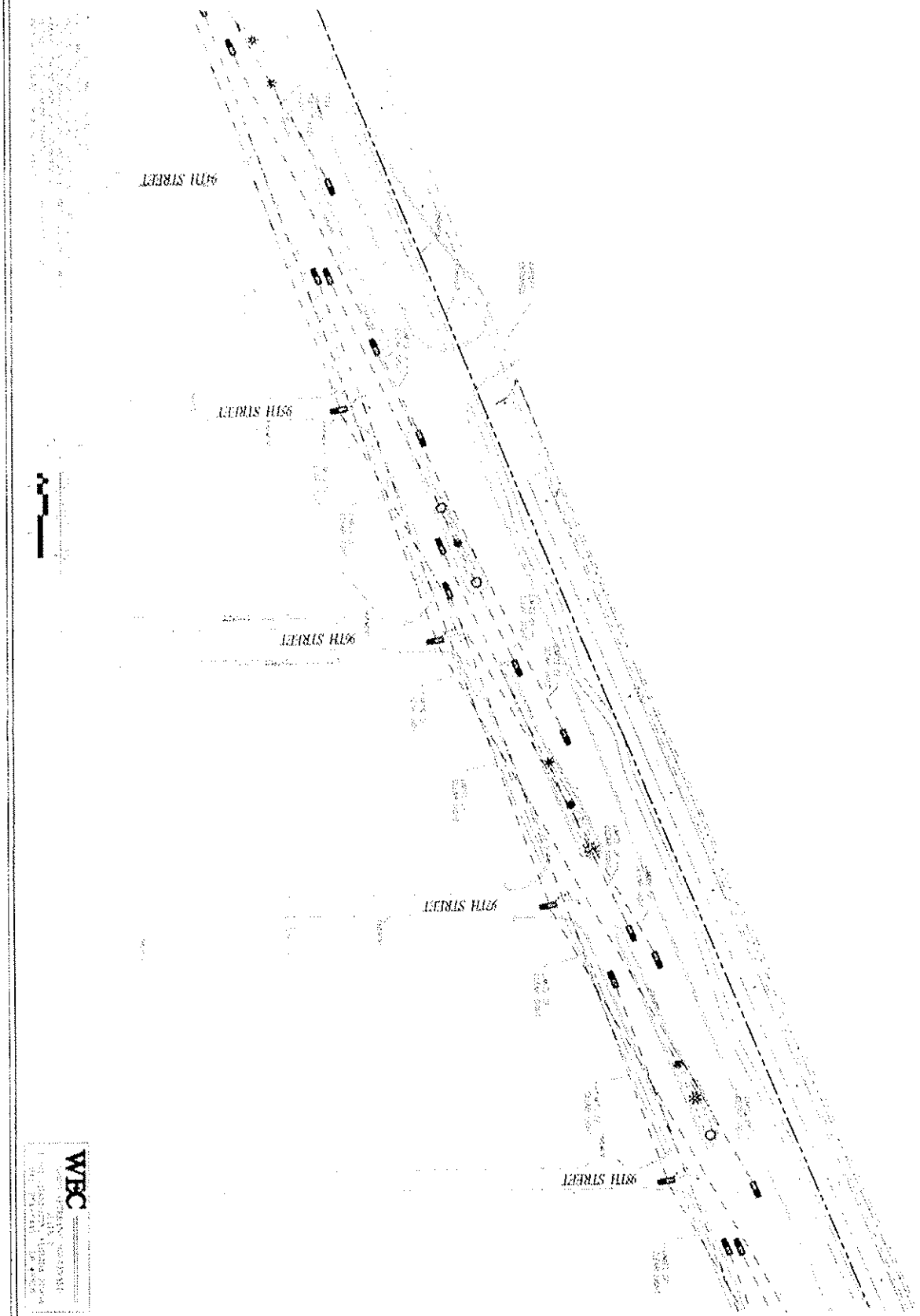
WBC

92ND STREET

91ST STREET

90TH STREET

1ST



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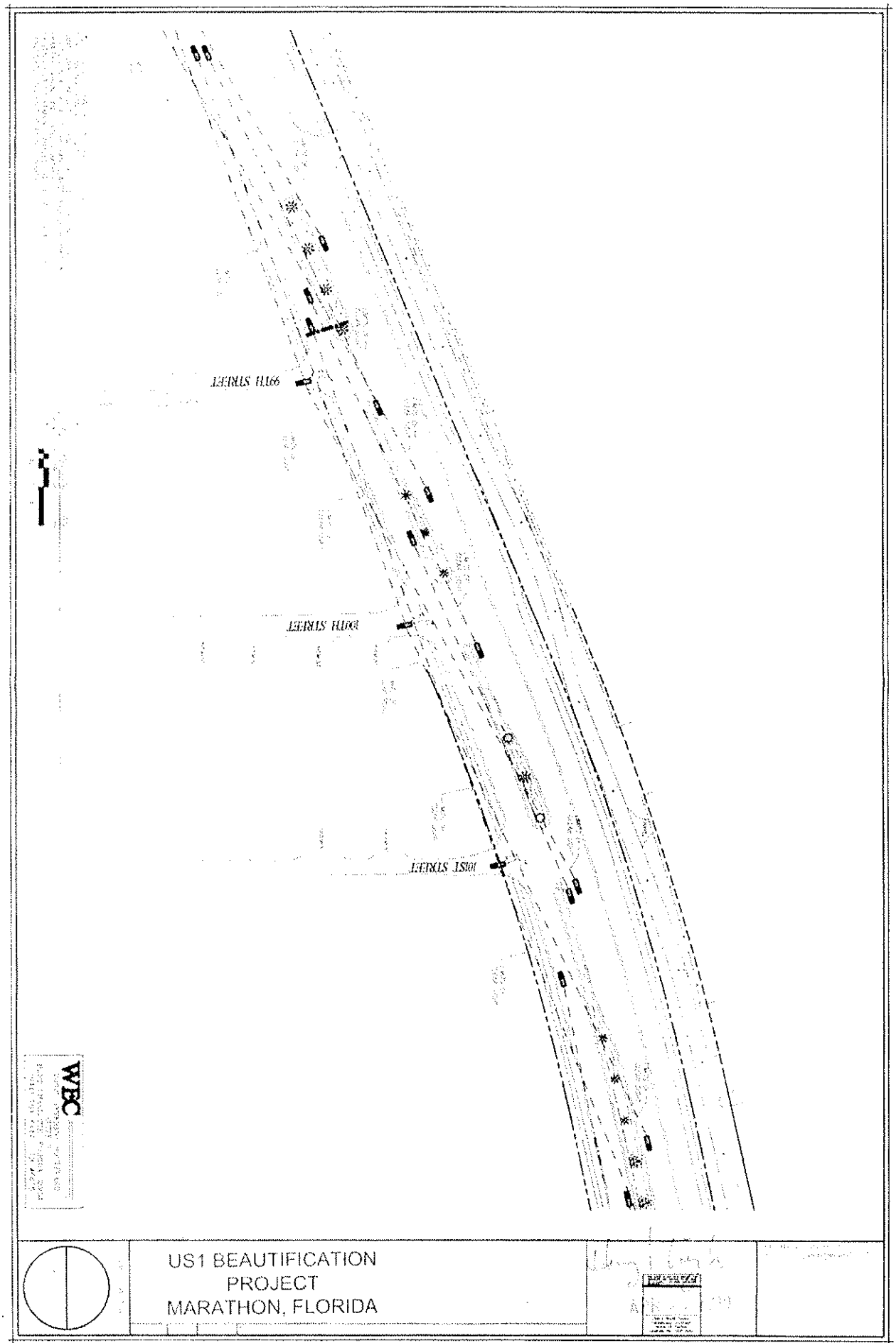

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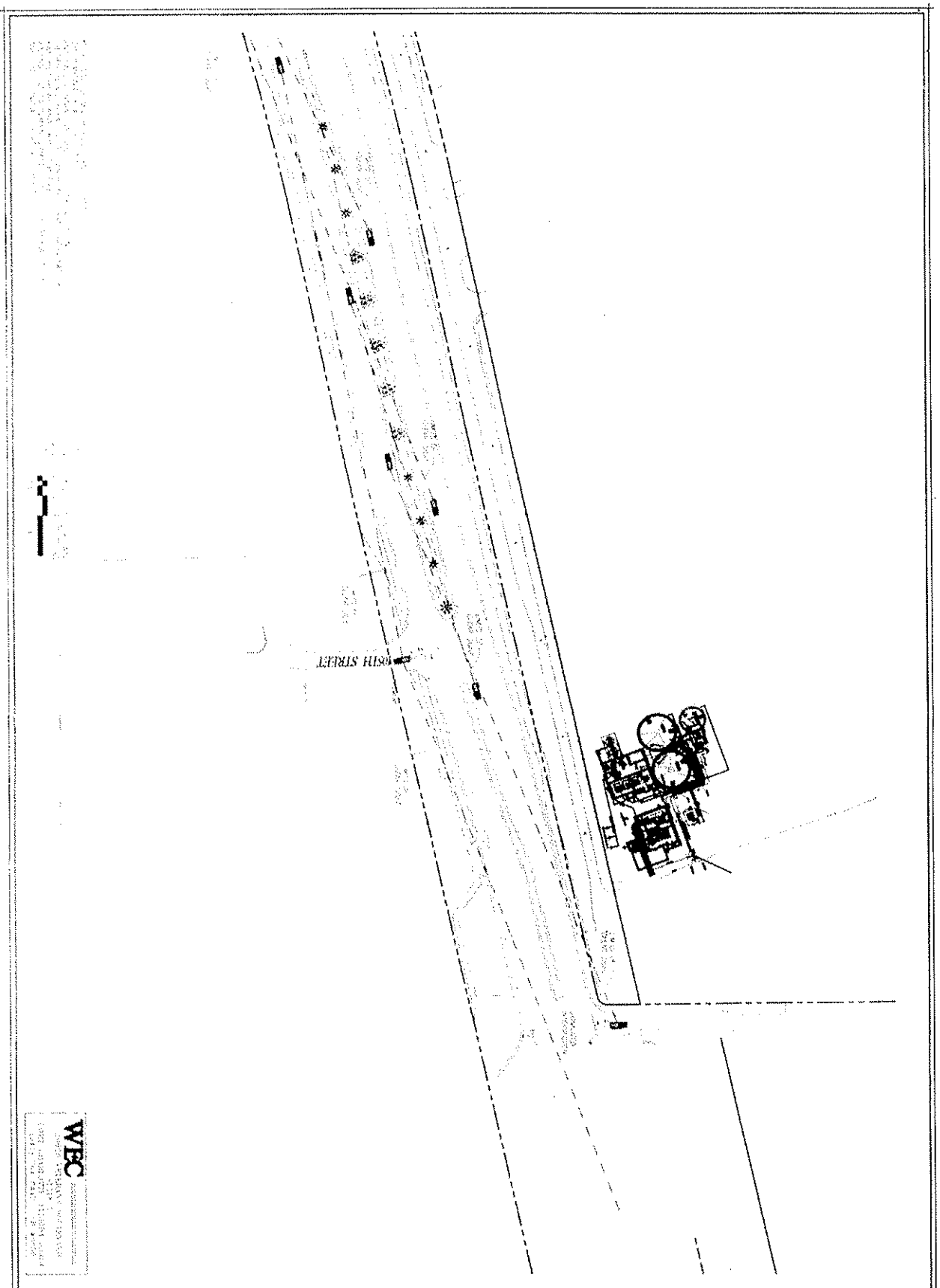
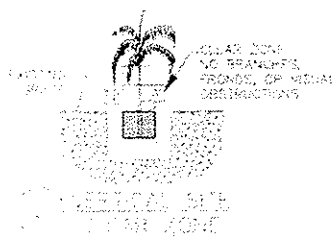


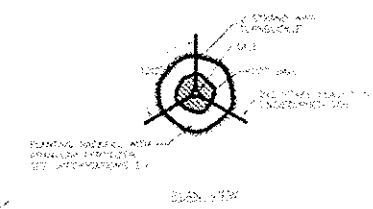
US1 BEAUTIFICATION
PROJECT
MARATHON, FLORIDA

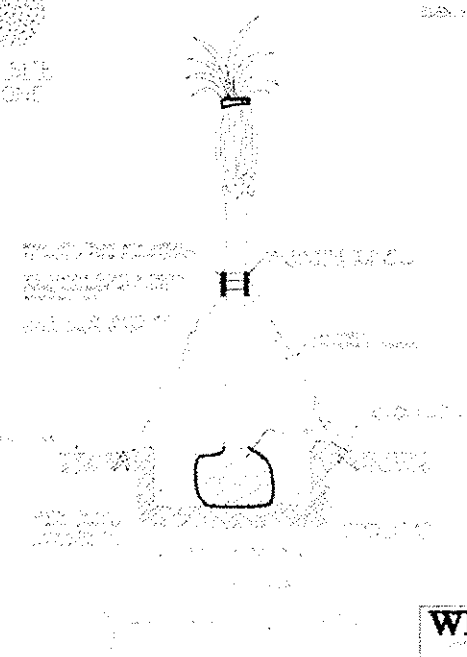
Watering Schedule

Month 1-3: water everyday
Month 4-6: water 3 times a week
Month 7-12: water once a week
Plants should receive about 20 gallons per watering, however, some may only need 10, while others may need 40









US1 BEAUTIFICATION PROJECT
MARATHON, FLORIDA

WEC

US1 BEAUTIFICATION
PROJECT
MARATHON, FLORIDA

Note:
Total linear feet of median
is approx. 6500'