## INVITATION TO BID REPLACING THE FENCING AT SAM ATKINS PARK

The County of Calhoun is soliciting bids from qualified contractors to replace the fencing at Sam Atkins Park located at 16387 NW Silas Green Road, Blountstown, Florida.

Sealed bids will be accepted until 1:00 p.m. CDT, Tuesday, April 2, 2019 at which time they will be opened publicly and read aloud in the Board of County Commissioners Chambers in the Calhoun County Courthouse. Bids should be submitted to:

Carla Hand County Clerk Calhoun County Clerks Office 20859 Central Avenue, Room 130 Blountstown, Florida 32324

Bids may be delivered in person, by carrier or by mail. It is the sole responsibility of the vendor to see that his/her bid is received in proper time. No late bids will be considered.

Bids must be submitted in a sealed envelope clearly marked "Replacing the Fencing at Sam Atkins Park." Include the date and time of the bid opening on the front of the envelope.

Questions regarding this bid should be directed to Tim Jenks at (850) 643-8368.

# CALHOUN COUNTY Replacing the Fencing at Sam Atkins Park

## **I. INSTRUCTIONS TO BIDDERS**

## **Please Read All Instructions Carefully**

- 1. Bids submitted in accordance with the specifications contained herein will be received by the County of Calhoun until **1:00 p.m. CDT, Tuesday, April 2, 2019.** All sealed bids should be delivered to the Calhoun Office Clerk's Office at 20859, Room 130, Blountstown, Florida, 32424.
- 2. Bid proposals will be opened publicly following the deadline of **1:00 p.m. CDT**, **Tuesday**, **April 2**, **2019** in the Board of County Commissioners Board Meeting.
- 3. The County reserves the right to reject any or all bids, to waive any technicalities and to select the bid deemed by the Board to be in the best interest of the County.
- 4. Bid proposals are to be contained in a sealed envelope, plainly marked "Replacing the Fencing at Sam Atkins Park." Include the name of the bidder and date and time of the bid deadline on the front of the envelope.
- 5. Bid proposal forms (attached) must be completed and signed. Failure to complete the forms attached is cause for rejection of bids.
- 6. Bid proposal must include a Bid Bond (no checks) with the bid in an amount equal to 5% of the bid, payable to Calhoun County. Bid Bonds must be issued by a Corporate Surety authorized to do business in the State of Florida and guarantee that the bidder will enter into a contract to perform the work, should the contract be awarded to the bidder.
- 7. The successful bidder shall furnish a bond for the faithful performance of the contract and a bond to secure payment of all claims for materials furnished and labor performed in performance of the contract, both in amounts equal to 100% of the Contract Amount. Both bonds shall be issued by a Corporate Surety authorized to do business in the State of Florida.
- 8. Contractors are encouraged to visit the site. Contact Tim Jenks, at 850-643-8368 for an appointment prior to submitting the bid.
- 9. Estimated completion time must be included in bid proposal.
- 10. All specifications listed are intended to be preferred function and performance specifications. No specifications should be construed as representing any particular brand of material. Bidders should propose to furnish materials that come closest to meeting the details of the specifications. Where deviations are necessary, bidder must specify such deviation in the "Bid Response Form," stating why the materials he/she proposes will render equivalent reliability or performance. Failure to detail all such deviations will provide a basis for rejection of the entire proposal.

11. **No fax or verbal bids will be accepted.** Contractors are responsible for the timely delivery of bid packages to the Calhoun County Clerk's Office at the Calhoun County Courthouse. A postage meter mark is not sufficient evidence of mailing any bid package.

#### II. TERMS AND CONDITIONS

1. The proposed materials must be NEW. Reconditioned or remanufactured materials will not be considered.

## 2. It is the responsibility of the contractor to verify the length of the fence required.

- 3. It is the responsibility of the contractor to deliver the fence and materials to the site. Calhoun County is not responsible for the fence, materials, tools or machinery that is left on site during installation.
- 4. Prices quoted are to be firm and final; and prices shall be stated in units of quantity specified with packing, shipping and draying charges included.
- 5. Payment will be made through normal purchase order and invoice procedures.
- 6. Warranty information must be provided and include warranties for material and workmanship.
- 7. Contractor must be properly licensed with federal, state and local governments and agencies.
- 8. Each bid shall be submitted on the attached "Bid Response Form," which shall be signed with the full name of the company submitting the proposal. The proposal shall be signed by an authorized agent or officer of the company, stating his/her title, along with the complete mailing address and telephone number stated.
- 9. Any bid proposal may be withdrawn prior to the closing time for receipt of the bids; but no bid proposal shall be withdrawn for a period of ninety days after the closing time for the receipt of the bids.
- 10. All conditions and specifications are incorporated by reference in any purchase order issued or contract signed.
- 11. All pages of the "Bid Response Form" must be returned in its entirety, along with any deviations from the specifications noted on separate sheets. Failure to do so is cause for rejection of any bid proposal.
- 12. Signature of bidder on "Bid Response Form" indicates that he/she has examined the information herein and is familiar with requirements as to equipment, supplies and labor of such undertaking; and he/she has prepared, examined and checked the Proposal to ascertain that no mistake or error is contained in the Proposal, and that he/she will make no claim for correction or modification after the closing time for the receipt of the bids.

## III. GENERAL PROVISIONS OF THE SPECIFICATIONS

## 1 - CHANGES AND EXTRAS

Calhoun County may at any time by a written order, and without notice to the sureties make changes within the general scope of this contract. If any change causes an increase or decrease in the cost or time required for the performance of this contract, then an equitable adjustment shall be made in the contract price. Such cost may be adjusted in writing only, and must be signed by both the Contractor and the Representative of Calhoun County. Likewise, any claim for extra charges by the Contractor must be agreed upon in writing by Calhoun County prior to beginning such work.

#### 2 - INDEMNIFICATION AND INSURANCE

The Contractor agrees that he shall and will indemnify, hold harmless and defend Calhoun County, their agents, servants and employees from and against any and all losses, damages (by judgment or settlement), charges and expenses (including reasonable attorney's fees) which they or any one or more of them may incur or sustain by reason of any claims or causes of action for personal injury or injuries, including death, to any person or persons whomsoever (including the officers, agents, servants or employees of the Contractor or of any subcontractor) including but not limited to such claims or causes of action arising out of, or in any way connected with, or occasioned by the work performed by the Contractor or subcontractor, their respective agents, servants or employees under or pursuant to this contract.

Without limiting liability under this contract, the Contractor shall procure and maintain at their expense during the life of this contract insurance of the types and in the minimum amounts stated below:

- 1. Workmen's Compensation Insurance in full compliance with the Workmen's Compensation and Occupational Disease laws of the State of Florida.
- 2. Comprehensive General Liability:

Bodily injury, including death - \$1,000,000 per person

- \$1,000,000 per occurrence

Property damage - \$1,000,000 per occurrence

- \$1,000,000 aggregate

3. Comprehensive Automobile Liability:

Bodily injury, including death - \$1,000,000 per person

- \$1,000,000 per occurrence

Property damage - \$1,000,000 each occurrence

The Comprehensive Liability Policy shall include blanket contractual liability coverage or a contractual liability endorsement covering the liability assumed by the Contractor under this agreement with limits not less than those specified in sub-paragraph 2 hereof. The certificates of insurance to be furnished hereunder shall reflect such coverage.

Said insurance shall be written by a company licensed to do business in the State of Florida and satisfactory to Calhoun County. Before commencing any work hereunder, certificates evidencing

the maintenance of such insurance shall be furnished to Calhoun County. Contractors shall not subcontract the performance of any part of the work without requiring the subcontractor to procure and maintain insurance in the forms and amounts approved by Calhoun County.

#### 3 - CONTRACTOR'S RESPONSIBILITY

Nothing in these specifications shall be construed as placing the work under the specific direction or control of Calhoun County or relieving the Contractor from his liability as an independent contractor and, as such, he shall be solely responsible for the method, manner and means by which he shall perform his work, including, but not limited to supervision and control of his own personnel and scheduling of the work required to insure its proper and timely performance and he shall exercise due care to prevent bodily injury and damage to property in the prosecution of the work.

Until the work is accepted, it shall be in the custody and under the charge and care of the Contractor, and he shall take every necessary precaution against injury or damage to the work by the action of all the elements, or from any other cause whatsoever. The Contractor shall restore and make good at his own expense all injuries or damages to any portion of the work before its completion and acceptance. Issuance of any estimate or partial payment to the contractor for any part of work done will not be considered as final acceptance of any work.

The Contractor agrees to assume and shall have full and sole responsibility for compliance with all Federal, State or County laws and regulations in any manner affecting the work to be performed by the Contractor and subcontractors, including, without limiting the generality to the foregoing, the laws of the State of Florida. It is agreed to by the Contractor that it will comply with all the terms and conditions, and requirements of the Americans with Disabilities Act (ADA), including not only in hiring practices but its employment practices and all the requisite accommodations necessary there under to comply with the ADA, as amended or as may be amended.

#### 4 - PROSECUTION OF WORK

The Contractor shall give his personal attention to the work while in progress and shall provide a competent and reliable superintendent at all times who shall have full authority to act for him.

Any discrepancies or questions pertaining to the extent of the work shall be submitted immediately to Tim Jenks, Calhoun County.

If the Contractor fails to complete the work within the time specified, or fails to perform the work with sufficient workmen and equipment or performs his work in an unsuitable manner or neglects or refuses to remove materials or perform anew such work as has been rejected as defective and unsuitable, or discontinues the prosecution of the work, or for any other cause whatsoever does not carry on the work in an acceptable manner, or if the Contractor becomes insolvent or declares bankruptcy, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, the County shall give notice in writing by registered mail, to the Contractor and his surety of such delay, neglect, or default. If the Contractor and his surety after such notice, does not proceed to properly prosecute the work within ten (10) days, the County shall have full power and authority at his option and without violating the contract or bond to take over the completion of the work, to appropriate or use any or all materials and equipment on the ground that may be suitable and acceptable or to enter into agreements with others for the completion of said contract according to the terms and provisions thereof, or to use such other

methods as may be required for the completion of said contract in an acceptable manner. For all costs and charges incurred by the County, together with the cost of completing the work under the contract, the Contractor and his surety shall be liable and such costs may be deducted from any monies due, or which may become due the Contractor. In case the expense so incurred by the County for work equal in quality and quantity to that required of the Contractor hereunder, is less than the sum which would have been payable under the contract if it had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case such expense for work equal in quality and quantity to that required of the Contractor hereunder exceeds the sum which would have been payable under the contract, the Contractor and his surety shall be liable and shall pay to the County the amount of said excess. Failure of the County to take action as stipulated above shall not relieve the Contractor and his surety of their obligations.

#### 5 - PAYMENT

Payment shall be made in two equal installments. The first payment shall be due when the County has determined that 50% of the work to be performed has been completed. The second payment shall be due once the County has determined that all work has been completed pursuant to the specifications of the contract. Prior to payment, an itemized invoice is required. No lump sum invoices will be accepted.

Before final payment is made, the Contractor shall furnish to the County the appropriate lien waivers, and an affidavit of compliance with State Prevailing Wage Rates and a certified copy of the payroll for this project. The County will make payment within thirty (30) days after the completion of the work and acceptance of the work.

Final payment shall not relieve the Contractor of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one year on workmanship and one year on materials after the date of final acceptance.

## 6 - WORKING CONDITION

The County of Calhoun is not responsible for the fence, materials, tools or machinery that is left at the site. The Contractor shall be responsible for damages to any park or private property including turf, trees, curbs, existing pathways, signs, etc. The Contractor shall secure the work site against possible injury or harm to others.

## 7 - <u>SCHEDULE COORDINATION</u>

All work will be coordinated with the Tim Jenks.

#### 8 - CLEAN-UP

All waste materials, workmen debris, lunch bags, etc. shall be cleaned from the job site each day. Should these items not be satisfactorily removed, the County reserves the right to charge the Contractor's final bill appropriate costs for such cleaning.

#### 9 - WARRANTY

Bidders shall supply a Statement of Warranty if awarded the bid.

## SCOPE OF WORK AND SPECIFICATIONS

All measurements and quantity numbers are approximate.
The contractors / bidders are responsible for the final numbers.
There are seven separate areas that require fencing at Sam Atkins Park.
For any questions, please call Tim Jenks at (850) 643-8368

#### #1:

Re: Coach Pitch Subject: Fencing

- Provide and Install 331 ft. of 4'- 9 ga KK Galvanized Chain link.
- Provide and Install 40 ft. of 10'- 9 ga KK Galvanized Chain link.
- 2 7/8 " A-40 Galvanized Post for the back stop.
- All Terminals, Line and Top Rail will be SS-20.

• Standard Exclusions: Removal, Core Drill, Staking, Grading, Grounding, Clearing, Grubbing, Bollards, **Intercom Device, Intercom Wiring & Conduits**, High & Low Voltage Wiring Conduits, Concrete (other than post foundations), any other items not specifically listed and Padlocks.

Re: Field 2/ South Entrance

Subject: Fencing

- Provide and Install 170 ft. of 6'- 9 ga KK Galvanized Chain link.
- Provide and Install 44 ft. of 8'- 9 ga KK Galvanized Chain link.
- Provide and Install 60 ft. of 10'- 9 ga KK Galvanized Chain link.
- Provide and Install 60 ft. of 12'- 6 ga KK Galvanized Chain link with 6' Over Hang.
- 4' A-40 Galvanized Post for the back stop.
- All Terminals, Line and Top Rail will be SS-20.
- Standard Exclusions: Removal, Core Drill, Staking, Grading, Grounding, Clearing, Grubbing, Bollards, **Intercom Device, Intercom Wiring & Conduits**, High & Low Voltage Wiring Conduits, Concrete (other than post foundations), any other items not specifically listed and Padlocks.

Re: Field 3
Subject: Fencing

- Provide and Install 331 ft. of 6'- 9 ga KK Galvanized Chain link.
- Provide and Install 50 ft. of 8'- 9 ga KK Galvanized Chain link.
- Provide and Install 62 ft. of 10'- 9 ga KK Galvanized Chain link.
- Provide and Install 60 ft. of 12'- 6 ga KK Galvanized Chain link with 6' Over Hang.
- 4' A-40 Galvanized Post for the back stop.
- All Terminals, Line and Top Rail will be SS-20.
- Standard Exclusions: Removal, Core Drill, Staking, Grading, Grounding, Clearing, Grubbing, Bollards, **Intercom Device, Intercom Wiring & Conduits**, High & Low Voltage Wiring Conduits, Concrete (other than post foundations), any other items not specifically listed and Padlocks.

Re: Field 4
Subject: Fencing

- Provide and Install 50 ft. of 6'- 9 ga KK Galvanized Chain link.
- Provide and Install 48 ft. of 8'- 9 ga KK Galvanized Chain link.
- Provide and Install 30 ft. of 10'- 9 ga KK Galvanized Chain link.
- All Terminals, Line and Top Rail will be SS-20.
- Standard Exclusions: Removal, Core Drill, Staking, Grading, Grounding, Clearing, Grubbing, Bollards, **Intercom Device, Intercom Wiring & Conduits**, High & Low Voltage Wiring Conduits, Concrete (other than post foundations), any other items not specifically listed and Padlocks.

Re: Kids Park Subject: Fencing

- Provide and Install 264 ft. of 4'- 9 ga. KK Galvanized Chain link.
- 2 3/8" SS-20 Terminals
- 1 7/8" SS-20 Line Post
- 1 5/8" SS-20 Top Rail
- Standard Exclusions: Removal, Core Drill, Staking, Grading, Grounding, Clearing, Grubbing, Bollards, **Intercom Device, Intercom Wiring & Conduits**, High & Low Voltage Wiring Conduits, Concrete (other than post foundations), any other items not specifically listed and Padlocks.

Re: Tee Ball 1 Subject: Fencing

- Provide and Install 352 ft. of 4'- 9 ga KK Galvanized Chain link.
- Provide and Install 45 ft. of 10'- 9 ga KK Galvanized Chain link.
- 27/8" A-40 Galvanized Post for the back stop.
- 2 3/8" SS-20 Terminals
- 1 7/8" SS-20 Line Post
- 1 5/8" SS-20 Top Rail
- Standard Exclusions: Removal, Core Drill, Staking, Grading, Grounding, Clearing, Grubbing, Bollards, **Intercom Device, Intercom Wiring & Conduits**, High & Low Voltage Wiring Conduits, Concrete (other than post foundations), any other items not specifically listed and Padlocks.

Re: Tee Ball 2 Subject: Fencing

- Provide and Install 352 ft. of 4'- 9 ga KK Galvanized Chain link.
- Provide and Install 45 ft. of 10'- 9 ga KK Galvanized Chain link.
- 27/8" A-40 Galvanized Post for the back stop.
- 2 3/8" SS-20 Terminals
- 1 7/8" SS-20 Line Post
- 1 5/8" SS-20 Top Rail
- Standard Exclusions: Removal, Core Drill, Staking, Grading, Grounding, Clearing, Grubbing, Bollards, **Intercom Device**, **Intercom Wiring & Conduits**, High & Low Voltage Wiring Conduits, Concrete (other than post foundations), any other items not specifically listed and Padlocks.

## **BID PROPSAL FORM**

Date:	<del></del>
Project:	Replacing the Fencing at Sam Atkins Park Blountstown, Florida
Bid Proposal From:	Company Name:
	Company Address:
	City, State, Zip:
	Federal Tax ID:
	Phone:
	Fax:
	Email:
Bid Proposal To:	Calhoun County Clerk's Office
	Calhoun County Courthouse
	20859 Central Avenue, Room 130
	Blountstown, Florida 32424
Indicate Bidder's Sco included in this bid p	ope(s) of Work by placing a checkmark next to the bid packages proposal:
Coach Pitch_	
Field #2/South	Entrance
Field #3	
Field #4	
Kid's Park	
Tee Ball 1	
Tee Ball 2	
<b>Base Bid Amount</b>	
\$	
Bidder Signature: _	
<b>Bidder Printed Nan</b>	ne:
Company Name:	

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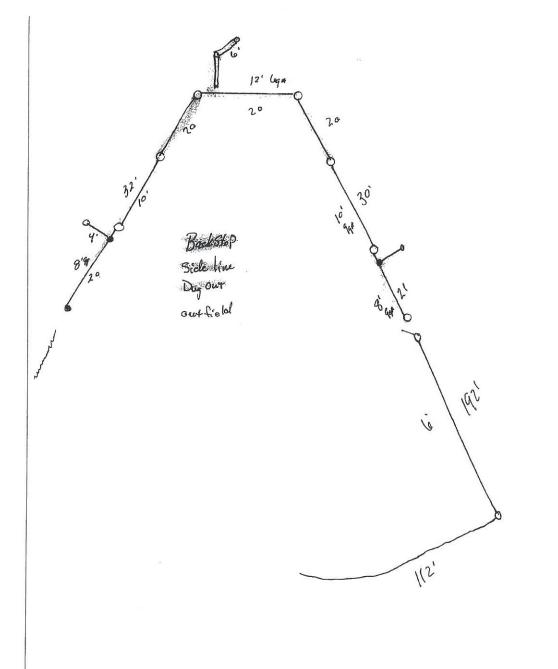
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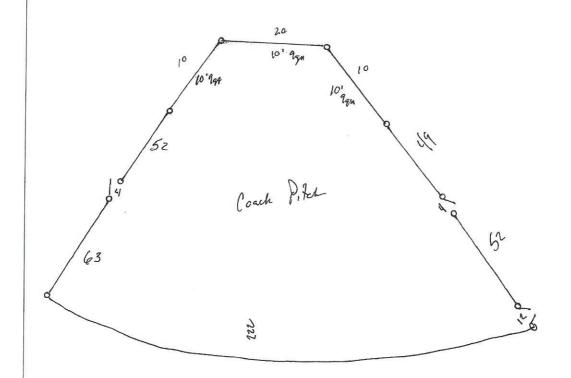
Dugant ow field 4-17/8 loop Caps
2-15/8 Top Rail
Field #4

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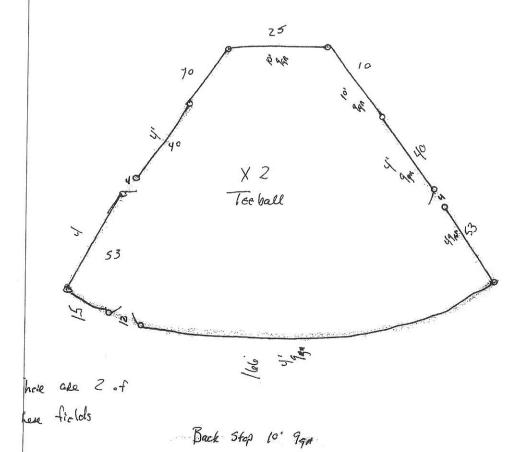
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Back Spp. Field Fonce

Kid Park
264' 4' gan



Fild 4: Apr.

