

**PROJECT MANUAL  
FOR  
ROGER SCOTT POOL FACILITIES**



**Bid # 24-040**

**CITY OF PENSACOLA  
DEPARTMENT OF PUBLIC WORKS AND FACILITIES  
ENGINEERING AND CONSTRUCTION SERVICES**

**JULY 2024**

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**Bid No. 24-040**  
**ROGER SCOTT POOL FACILITIES**

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**THE CITY OF PENSACOLA, FLORIDA  
INVITATION TO BID**

**BID NO. 24-040  
ROGER SCOTT POOL FACILITIES**

A sealed, complete hardcopy bid **with original (or electronic) signature**, and **one (1) complete and identical electronic copy (PDF) on flash drive or CD** will be received on **August 6, 2024, 2:30 P.M.**, local time, at the following location.

**City Hall (lobby)  
222 West Main Street  
Pensacola, Florida, 32502  
Attention: Purchasing**

The OUTER FACE of the sealed submittal package shall **identify the respondent, the bid title, and the bid number** (whether hand-delivered, mailed, or via UPS/Fedex or other courier service). Submittals received after the closing time will not be accepted. Multiple submittals from the same entity will not be accepted. After the submittal deadline those submittals received will be opened and publicly acknowledged. Interested parties may attend.

Specifications will be posted to the City's website at [www.cityofpensacola.com/bids.aspx](http://www.cityofpensacola.com/bids.aspx). Addenda will be posted to the City's website. Bidders are responsible for obtaining addenda and are advised to check the website frequently.

In order to review the project requirements, an **optional** pre-bid meeting will be held at **10:00 A.M. on July 22, 2024**, at the Whibbs conference Room, located at City Hall, 1<sup>st</sup> floor, 222 West Main Street, Pensacola, FL.

Bidders shall submit a certified check or bid bond, payable to the City of Pensacola in the amount of **five percent (5%) of the base bid** for a period of sixty (60) days.

Any questions concerning the bid should be addressed and submitted in writing **no later** than **10:00 A.M.**, local time, July 26, 2024, to:

**Dedria Lunderman, Purchasing Manager  
City of Pensacola  
222 W. Main St.  
Pensacola, FL 32502  
[purchasing@cityofpensacola.com](mailto:purchasing@cityofpensacola.com)**

A bid tabulation or a Notice of Intent to Award will be posted to the City's website at [www.cityofpensacola.com/bids.aspx](http://www.cityofpensacola.com/bids.aspx). Bidders are advised to check the website frequently.

The City of Pensacola adheres to the Americans with Disabilities Act and will make

reasonable accommodations for access to City services, programs, and activities. Please email [ADACoordinator@cityofpensacola.com](mailto:ADACoordinator@cityofpensacola.com) or call (850) 436-5600. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

The City of Pensacola reserves the right to accept or reject any or all bids, to award bids on a split-order basis by item number when applicable, to waive any bid informalities and to re-advertise for bids when deemed in the best interest of the City of Pensacola.

Attest:  
Ericka L. Burnett  
City Clerk

CITY OF PENSACOLA  
D. C. Reeves  
Mayor

The City of Pensacola provides equal access in employment and public services.

**SECURITY NOTICE**

Visitors to City Hall are required to stay in the lobby unless otherwise directed.

**Late submittals will not be accepted.**

## PURCHASING GENERAL CONDITIONS

To ensure acceptance, all bidders submitting bids to the City of Pensacola shall be governed by the following conditions, attached specifications, and bid form(s) unless otherwise specified. Bids not submitted on the bid form(s) provided shall be rejected, and bids not complying with these conditions will be subject to rejection. **Multiple submittals from the same entity will not be accepted.**

1. **Approved Equivalents or Equals:** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications as written. If the bid is based on an "approved equivalent or equal" item(s) or service(s), supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the bid. The bidder must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Pensacola reserves the right to determine acceptance of proposed equivalent or equal item(s) or service(s).
2. **Award of Bids:** Recommendations for award of bids are made to the Mayor or City Council based on the lowest and best responsible bidder meeting all conditions and requirements of the specifications.
3. **Bid Bond:** The particular item(s) or service(s) outlined within the attached specifications require(s) that a certified check, cashier's check, or insurance company's executed bond made payable to the City of Pensacola in the amount of five percent (5%) of the base bid accompany your proposal. To ensure its prompt return, please include the company's name and return address on the face of your good faith check or draft. Checks or drafts accepted as good faith deposits will be retained within the City's Finance Department until award and execution of contract is complete, or until a purchase order is issued to the successful proposer. Any proposer withdrawing his proposal after the proposal opening forfeits the right of return of his good faith deposit.
4. **Bid Withdrawal:** No bid may be withdrawn after closing time for receipt of bids for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by Mayor or City Council.
5. **Delivery:** Bid quotations shall include all freight costs to Pensacola, Florida to a point(s) specified herein or specified at the time the purchase order is placed. No title to the item(s) or service(s) ordered nor any risk of loss shall be passed to the City of Pensacola until after receipt of delivery has been acknowledged by an authorized representative of the City of Pensacola.
6. **Discounts:** Terms offering a discount for prompt payment will be considered in

determining the low bid. The discount period shall begin whenever (1) the conditions of the specifications have been fully met and the product or service judged acceptable to the City of Pensacola or (2) a correct invoice and other required documents have been received, whichever is later. Discounts offered for a period of less than thirty (30) days will not be considered in determining low bid.

7. **E-Verify System (Mandatory):** In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.
8. **Exceptions to Specifications:** During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that consideration be given in evaluating bids, any exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor is the final authority in determining the acceptability of any exceptions to specifications.
9. **Governing Law:** The laws of the State of Florida shall be the laws applied in the resolution of any action, claim or other proceeding arising out of this contract.
10. **Identical Tie Bids:** In the event that two or more bids are identical in price, preference shall be given to business with Drug-Free Workplace Programs. A Drug-Free Workplace Certificate is enclosed.
11. **Intent of Specifications:** It is the intent of the specifications attached hereto to set forth and describe a certain item(s) or service(s) to be purchased by the City of Pensacola including all materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the item(s) or service(s).
12. **Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Office at least ten (10) days prior to submittal deadline, unless otherwise instructed on the Invitation to Bid Page. Inquiries must reference the bid item(s) or service(s) and the date of the bid submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The City shall not be responsible for any other explanation or interpretation.
13. **Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all bids received in response to these specifications, and shall govern any and all claims between person(s) submitting a bid response hereto and the City of Pensacola, by and through its officers, employees and authorized representatives. A lack of knowledge by the bidder concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect

thereof. The Bidder agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.

- 14. Licenses, Registration and Certificates:** Each bidder shall possess at the time of submitting its bid all licenses, registration and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Bidder must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded bidder shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)).
- 15. Mistakes:** Bidders are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the item(s) or service(s) involved. Failure to do so will be at the bidder's risk. Unit prices bid will govern in award.
- 16. Payment of Invoices:** The City of Pensacola issues checks for payment of invoices on the 10th of each month. The signed receiving copy of the purchase order and a correct invoice must have been received by Accounts Payable Activity prior to the 4th of the month. Item(s) or service(s) received on or after the 4th will be processed in the following month. All invoices are payable by the City under the terms of Florida Prompt Payment Act, Florida Statute §218.70. All purchases are subject to availability of funds in the City's budget.
- 17. Permits and Taxes:** The bidder shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Bidders who use public roads of the City of Pensacola, Florida for transport of goods of any kind which said goods were transported from a point without the City of Pensacola, Florida to a point within the City of Pensacola shall obtain a "Use of Streets" permit for a fee not in excess of the license paid for by local licensees engaged in the same business.
- 18. Pre-Bid Meetings:** If a bid requires a mandatory pre-bid meeting, any representative of a firm wishing to submit a bid must sign in with the name of the bidding firm.
- 19. Prohibited Conduct by Bidders:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, any party interested in submitting a bid, proposal, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with the Mayor, any member of Pensacola City Council or any member of a selection/evaluation committee for RFPs/RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.



- 20. Protests:** Protests of the plans, specifications, and other requirements of bids and requests for proposals must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled bid submittal deadline. A detailed explanation of the reason for the protest must be included. Protests of the intended award of bid or contract must be in writing and received in the Purchasing Office within five (5) business days of the notice of intent to award. A detailed explanation of the protest must be included.
- 21. Public Entity Crimes:** By submitting a proposal each proposer is confirming that the company has not been placed on the convicted vendors list as described in Florida Statute §287.133 (2) (a).
- 22. Public Records:** Any material submitted in response to this Invitation to Bid will become a public document pursuant to Florida Statute §119.07. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening the bid pursuant to Florida Statute §119.07.
- 23. Public Records Law:** The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Contractor's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.
- 24. Rejection of Bids:** The City of Pensacola reserves the right to accept or reject any or all bids, to award bids on a split-order basis by item or service number, to waive any minor bid irregularities, technicalities, or informalities, and to re-advertise for bids when deemed in the best interest of the City of Pensacola.
- 25. Sealed Bids:** The specifications and all executed bid forms must be submitted in a sealed envelope. All bids must be signed by an authorized representative of the bidder. In the event more than one bid submittal deadline is scheduled for the same date and time, do not include bids concerning different sets of specifications within the same envelope. **The face of the sealed envelope shall be plainly marked identifying the bidder, the item(s) or service(s) bid and the bid number.** It shall be the sole responsibility of the bidder to assure receipt of bid at the specified location prior to the published time for the bid submittal deadline. No bid will be accepted after closing time for receipt of bids, **nor will any offers by telephone, fax, internet or email be accepted.**

**26. Tax:** The City of Pensacola is exempt from all State and local sales tax.

**27. Unauthorized Aliens:** The City of Pensacola shall consider the employment by any contracted vendor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.

**28. Venue:** Venue for any claim, action or proceeding arising out of this contract shall be Escambia County, Florida.

**ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

## **INSURANCE AND INDEMNIFICATION**

### **GENERAL**

Before starting and until termination of work for, or on behalf of the **City**, the Contractor shall procure and maintain insurance of the types and limits specified.

The term City, as is used in this section, is defined to mean the City of Pensacola, itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

### **COVERAGE**

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements.

#### **Worker's Compensation**

The Contractor shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person – accident, \$100,000 each person – disease, \$500,000 aggregate – disease.

#### **Commercial General, Automobile, Contractor's Pollution Liability and Umbrella Liability Coverages**

The Contractor shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability, Business Auto, and Contractor's Pollution Liability policies filed by the Insurance Services Office. **The City of Pensacola shall be an Additional Insured** and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Contractor agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

**Commercial General Liability** coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent contractors, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis.

**Business Auto Policy** coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use.

**Contractor's Pollution Liability** coverage for bodily injury, property damage, fines, penalties, defense, and clean up must be included. Coverage must include both sudden/accidental and non-sudden/gradual.

**Umbrella Liability Insurance** coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

## **CERTIFICATES OF INSURANCE**

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The City shall be named as an Additional Insured** and this contract shall be listed. If required by the City, the Contractor shall furnish copies of the Contractor's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. **Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee.** If on an ACORD 25 or similar form, the words "endeavor to" and "but failure..." shall be deleted so that the sentence ends with the word "left" or signed endorsements for the cancellation clauses MUST accompany Certificate(s) of Insurance. The Contractor shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the City and shall file with the City, Certificate of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Contractor shall, upon instructions of the City, cease all operations under the Contract until directed by the City in writing, to resume operations.

## **INSURANCE OF THE CONTRACTOR PRIMARY**

The Contractor required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Contractor's coverage. The Contractor's policies of coverage will be considered primary as relates to all provisions of the contract.

## **LOSS CONTROL AND SAFETY**

The Contractor shall retain control over its employees, agents, servants, and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that

end, the Contractor shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

### **HOLD HARMLESS**

The Contractor shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

### **PAY ON BEHALF OF THE CITY**

The Contractor agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

### **GOVERNING LAW AND VENUE**

This Contract is governed and construed in accordance with laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions or proceedings arising out of the Contract. Venue for any claim, actions or proceedings arising out of this Contract shall be Escambia County, Florida.

## **Builders' Risk Insurance Addendum to Contract**

**Builder's Risk insurance**, coverage must be provided at replacement cost, covering the full contract value for the construction being performed, including the existing structure, if applicable. Such builder's risk policy shall be written on an **All-Risk** form that includes coverage for reasonable compensation a Construction Manager's services and expenses required as a result of such insured loss. This insurance shall insure the interests of the Contractor, sub-contractors, and sub-sub-contractors in the Project. Property covered by the builder's risk insurance shall include City's Direct Purchase Materials whether stored on or off-site and temporary building(s) or structure(s) at the Project site, other than any of Contractor's office trailer(s). In addition, such builder's risk insurance shall cover portions of the Project stored off the site, and portions of the Project in transit. **The City shall be named as an additional insured on such policy. The policy shall include a waiver of subrogation endorsement and a severability of interest endorsement.** Builder's risk Insurance deductibles shall be subject to the following requirements:

- (a) The deductible under this policy shall not exceed \$100,000 for loss caused by FLOOD or NAMED WINDSTORM or \$25,000 for all other perils.
- (b) The City shall not be liable for amounts that may represent a deductible or retention in any insurance policy. The payment of such deductible or retention shall be the sole responsibility of the Contractor. A loss or losses insured under this insurance policy shall be adjusted by the Contractor and its insurance company. The Contractor shall use the proceeds from the builder's risk policy to repair or replace the damaged property, but the Contractor's obligation to repair or replace the damaged property shall not be limited by the amount of builder's risk policy proceeds. The Contractor shall be responsible for all damages and necessary repairs and replacements whether or not the loss is covered in the builder's risk policy and whether or not the proceeds from the builder's risk policy are sufficient to pay the full cost of necessary repairs and replacements.
- (c) The policy coverage may not terminate until final acceptance of the work described in this contract by City. Final acceptance shall not be deemed to have been made solely on account of substantial completion.
- (d) It is further understood that the term "**All-Risk**" implies no specific cause of loss exclusions.

## **INSTRUCTIONS TO BIDDERS**

### **1. AWARD OF CONTRACT**

- A. The contract will be awarded as soon as practicable to the lowest responsible bidder, price and other factors considered, provided their bid is reasonable and it is to the interest of the City to accept it.
- B. The City reserves the right to waive any informality in bids received when such waiver is in the interest of the City. In case of error in the extension of prices, the unit price will govern.
- C. The City further reserves the right to accept or reject any or all items of any bid, unless the bidder qualifies such bid by specific limitations; also to make an award to the bidder whose aggregate bid on any combination of bid items is low.

### **2. BID OPENING**

At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested.

### **3. BIDDERS INTERESTED IN MORE THAN ONE BID**

If more than one bid is offered by any one party, by or in the name of their clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

### **4. BIDDER'S QUALIFICATIONS**

Before a bid is considered for award, the bidder may be requested by the City to submit a statement of facts in detail as to their previous experience in performing similar or comparable work, and of their business and technical organization and financial resources and plant available to be used in performing the contemplated work. A minimum of 5 qualifying project references may be required from previous or current project owners. These references shall be from specific projects of similar size and scope and at least 3 of the 5 shall be from another government municipality, especially if the bidder has not contracted with the City on projects of a same/similar nature within the previous five (5) years of the bid date. The City reserves the express right to not award a contract to a bidder if the provided references do not reveal that the contractor has ample/adequate experience beyond a reasonable doubt to complete the project according to the specifications and within the time frame stipulated.

### **5. COMMENCEMENT & COMPLETION**

The bidder further proposes and agrees hereby to commence the work with an adequate force and equipment within **(10)** consecutive calendar days after being notified by the City of Pensacola to do so; and to complete the work and testing within

207 calendar days after the commencement date set by the City of Pensacola and to pay as delay day penalty the sum of \$500 for each and every calendar day used for the completion of the work in excess of that heretofore stated.

## **6. CONDITIONS AT SITE OF WORK**

Bidders shall be responsible to visit the site to ascertain pertinent local conditions readily determined by inspection and inquiry, such as the location, and general character of the site, labor conditions, the character and extent of existing work within or adjacent thereto, and any other work being performed thereon.

## **7. DECLARATIONS**

The 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 interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respect fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the site of the work and has informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the work and the contractual documents relative thereto, including the Advertisement, Proposal Form, Form of Contract, General Conditions, and all specific conditions; and that he has satisfied himself relative to the work to be performed.

The bidder proposes and agrees, if this Proposal is accepted, that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability and to contract with the City of Pensacola in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the project.

## **8. EXPLANATION TO BIDDER**

Any explanation desired by bidders regarding the meaning or interpretation of drawings and specifications must be requested in writing and with sufficient time allowed for a reply to reach them before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any interpretation made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders, and its receipt by the bidder shall be acknowledged.

## **9. LICENSING REQUIREMENT**

Each bidder shall possess at the time of submitting its bid all licenses, registration and certificates necessary to engage in the business of contracting (or special contracting



if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Bidder must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded bidder shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)).

Bidder for the project shall hold one or more of the following licenses in order to submit a bid and have qualifying experience relative to the subject project.

- A. Florida Licensed General Contractor
- B. Florida Licensed Underground Utilities Contractor

#### **10. LIEN RELEASE AND AFFIDAVIT**

Each Application for Payment shall be accompanied by a Lien Release and Affidavit from each subcontractor and each supplier showing that all materials, labor, equipment and other bills associated with that portion of the work in which payment is being requested for have been paid in full. The City shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

#### **11. PENALTIES**

The bidder further agrees that in case of failure on his part to execute the said Contract and Bond within **(10)** calendar days after written notice being given of the award of the Contract, the check or bid bond accompanying this bid, and the monies payable thereon, shall be paid into the funds of the City of Pensacola as delay day penalties for such failure; otherwise, the check or bid bond accompanying the Proposal shall be returned to the undersigned.

#### **12. PREPARATION OF BIDS**

- A. Bids shall be submitted on the forms furnished or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each such erasure or change must be initialed by the person signing the bid.
- B. The form of bid will provide for quotation of a price, or prices, for one or more items which may be lump sum bids, alternate prices, scheduled items resulting in a bid on a unit of construction or a combination thereof. Where required on the bid form, bidders must quote on all items and they are warned that failure to do so may disqualify the bid. When quotations on all items are not required, bidders should insert the words "no bid" in the space provided for any item on which no quotation is made.

#### **13. RECEIPT AND OPENING OF BIDS**

- A. No responsibility will attach to any City employee for the premature opening of, or the failure to open, a bid not properly addressed and identified.

#### **14. REJECTION OF BIDS**

The City reserves the right to reject any and all bids when such rejection is in the interest of the City; to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the bid of a bidder who is not, in the opinion of the Engineer, in a position to perform the contract.

#### **15. SPECIAL CONDITIONS**

- A. **Public Entity Crimes** - Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. All bidders are advised that compliance with The Occupational Safety and Health Administration Excavation Safety Standards, 29 C.F.R.s 1926.650-652 of Sub part P will be required.
- C. The Contractor agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.
- D. Florida State Statute 93.240 under section 556.101 through 556.111 requires that all excavators notify gas companies of their intention to perform any excavation at least forty- eight (48) hours (excluding Saturday, Sundays and holidays) prior to beginning work. If excavating, digging, boring, tunneling, blasting or otherwise disturbing the earth in any manner where a buried gas line may be damaged is proposed, please call the toll free number 1-800-432-4770 between the hours of 6:30 a.m. and 4:00 p.m. CST Monday through Friday, forty-eight (48) hours before starting the proposed work, (weekends and holidays excluded). Contractor shall notify all utility companies to locate and mark all utility facilities forty-eight (48) hours before starting any excavation.
- E. The general contractor will submit a maintenance traffic plan which will satisfy the traffic conditions outlined in the general notes.
- F. The general contractor shall post the construction site with "NO TRESPASSING" signs, to prevent amateur archaeologists from entering the site without authorization.

## **Scope of Work (SOW) Roger Scott Pool Facilities Project**

The Roger Scott Pool Facilities project in Pensacola, Florida, involves the construction of two new buildings to replace existing structures.

The primary objective of this project is to construct a new restroom building, compliant with current building codes and standards. An additive alternate item is the demolition of the existing ticketing building and shed, and construction of a new ticketing building. This SOW details the requirements for both the base bid and the additive alternate bid.

### **Special Conditions**

The contractor is responsible for the complete construction of the new restroom in the base bid and ticketing buildings and demolition of the shed building in the alternate bid, including all associated site work. The work must comply with the Florida Building Code (FBC) 8th Edition, 2023, Florida Existing Building Code, the Florida Fire Prevention Code (FFPC) 8th Edition, 2023, the National Electrical Code (NEC) 2017, relevant NFPA standards and all other applicable codes and standards. The contractor must coordinate with all necessary utility companies for service connections and relocations and obtain all required permits and inspections and with inspection and permit costs along with any other costs associated with them. All work must be performed in accordance with the project plans and specifications provided by the engineer of record included in the bid package. The construction process will include all necessary inspections and approvals to ensure compliance with these standards.

All construction activities must adhere to the project schedule and be coordinated with the City of Pensacola to minimize disruption to the surrounding area. The contractor must ensure all work is completed to the highest standards of quality and safety, with regular inspections and testing as required by the project specifications and applicable codes.

#### **Base Bid: Construction of the Restroom Building**

The base bid includes the construction of a new restroom building located in the same general location as the demolished restroom building at the Roger Scott Pool Facilities. The new structure will include separate men's and women's restrooms, a mechanical/electrical room, and a janitor's closet. The building will be constructed with a total area of approximately 840 square feet, utilizing reinforced concrete slab foundations with continuous footings. The exterior walls will be constructed using insulated concrete masonry units (CMU) with an R-5.7ci insulation value.

The roof will be a standing seam metal roof with rigid insulation (R-25ci minimum) and metal fascia and soffit. The building will have an aluminum fascia and gutter and downspout system. The exterior site work includes the construction of concrete sidewalks and aprons around the building, as well as the restoration of the ground to match adjacent grass conditions. The existing chain link fence will be replaced or reinstalled as needed, and new concrete stoops and steps will be constructed as specified.

The interior partitions will be constructed with metal studs and gypsum board, with all partitions in the restroom building receiving a concrete curb base. The floor will be finished with tile as specified, and the ceiling will be an acoustic ceiling tile system. The restroom building will include all necessary interior finishes such as ceramic floor and wall tiles, painted walls, and ceilings. The interior will be finished with an EIFS system, providing a durable and aesthetically pleasing appearance. The project also includes the installation of plumbing fixtures such as toilets, urinals, lavatories, and janitorial sinks, as well as all necessary mechanical, electrical, and HVAC systems to ensure the building is fully functional and compliant with current building codes.

Electrical power will be supplied from the MCB-1A panel in the ticketing building to the MCB-3A panel in the restroom building. The MCB-3A panel will supply power to the MCB-3B panel. The electrical/maintenance room will house the breaker panels and provide power to circuits previously powered by the shed breaker panel. All electrical work must comply with NEC and other relevant codes and standards. The electrical work includes the installation of lighting, power outlets, and connections for mechanical equipment. Fire alarm systems and emergency lighting will also be installed to meet safety and building code requirements.

The HVAC system will be designed to provide adequate ventilation and temperature control, with exhaust fans and air conditioning units to maintain a comfortable environment within the restroom building.

**Additive Alternate Bid: Shed Demolition and Construction of the Ticketing Building**

The additive alternate bid involves demolition of the storage shed and existing office/ticketing booth structures, and construction of a new ticketing building.

Site work for the ticketing building will include earthwork and fine grading to prepare the site, as well as structural earthworks to ensure a stable foundation, with proper disposal of all debris.

The storage shed building is located on the south side of the site, currently serving as a break room for lifeguards and as a vending machine area. The shed building contains outside lighting and four pool lights and a wading pool filter pump. This shed needs to be demolished, and the functional electrical and mechanical pool pumps need to be relocated to the new ticketing building. The concrete pad and utility are to remain and be plugged with conduit by the contractor.

The ticketing building will be approximately 543 square feet and will include a ticketing booth, staff rest areas, a kitchenette, and a restroom for staff use. The structure will be built with a reinforced concrete slab foundation, cast-in-place concrete for continuous footings, and CMU walls.

The roof will be a standing seam metal roof with rigid insulation (R-25ci minimum) and metal fascia and soffit. The exterior site work includes the construction of new concrete sidewalks, aprons, and steps around the building, as well as the restoration of the ground to match adjacent grass conditions. The existing vinyl and chain link fences will be

replaced or reinstalled as needed. The project includes the installation of new signage and lighting as specified in the project documents.

The interior will include metal stud partitions with gypsum board, and the floor and ceiling finishes will match those specified for the restroom building. Interior finishes for the ticketing building will include ceramic floor tiles, painted walls, and ceilings, along with necessary fixtures and fittings for the kitchenette and restroom areas. The building exterior will also feature an EIFS system for durability and visual appeal.

Electrical power will be supplied from a new 400A service meter panel and disconnect located on the north wall of the ticketing building's electrical/maintenance room. This panel will be fed power from the existing utility pole on the north exterior of the site. Two new breaker panels (MCB-1A and MCB-1B) will be constructed inside the electrical/mechanical room, with MCB-1A supplying power to the ticketing booth and other building areas. The existing pool pumps and equipment will be reconnected to the new office panels MCB-1A or MCB-1B, with all equipment relocated to the west wall. The electrical work includes the installation of lighting, power outlets, and connections for mechanical equipment. The building will also be equipped with a fire alarm system and emergency lighting to comply with safety and building codes. The HVAC system will be designed to provide adequate ventilation and temperature control within the ticketing building with exhaust fans and air conditioning units to maintain a comfortable environment within the ticketing building.

**PROPOSAL**

**BID NO. 24-040**

**ROGER SCOTT POOL FACILITIES**

**Base Bid** \_\_\_\_\_

(\$ \_\_\_\_\_)

**Additive Alternate**

\_\_\_\_\_

(\$ \_\_\_\_\_)

*\*A quantity sheet must be included for the submittal to be considered.*

Bid Security in the proper form and in the amount of \$\_\_\_\_\_ is submitted.

Dunns#/UEID: \_\_\_\_\_ (Federal Transparency Act Reporting Requirement)

Florida Department of Professional Regulation  
Contractor's Certification or Registration

No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ City: \_\_\_\_\_

Fax: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

**BID NO. 24-040  
ROGER SCOTT POOL FACILITIES  
QUANTITY SHEET**

No	Category	Qty	Units	Unit Price	Total Cost
1	Concrete Foundations	40	cubic yards		
2	Masonry Walls	1,200	square feet		
3	Roofing System	840	square feet		
4	EIFS System	840	square feet		
5	Interior Finishes	1,800	square feet		
6	Plumbing Fixtures	20	each		
7	HVAC System	2	system		
8	Electrical System	2	system		
9	Site Preparation	60	cubic yards		
10	Demolition	30	cubic yards		
11	Site Utilities	400	linear feet		
12	Exterior Improvements	2,000	square feet		
				<b>BASE BID TOTAL:</b>	

NOTES

- Bid shall include all associated earthwork and necessary back-sloping as determined by the City of Pensacola
- This bid proposal contains line items which may not be called out on the plans. Such items have been included to address potential unforeseen conditions.

Bidder: \_\_\_\_\_  
 Name of Company (Please Print) \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Authorized Representative (Please Print)

Title: \_\_\_\_\_  
 (Please Print)

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

**52.209-5 FAR Certification Regarding Debarment, Suspension,  
Proposed Debarment, and Other Responsibility Matters**

The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:

- A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
  - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
  - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**



**52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment**

1. The Government suspends or debarbs Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
  - A. The name of the subcontractor.
  - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
  - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
  - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

**VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM**

In order to foster economic development and business opportunities for service-disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise (“VBE”) Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

**In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services (“DMS”) as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.** For purposes of the City’s VBE Program, the respondent’s principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below.

**If not, mark “N/A.”**

Respondent’s Name:	Respondent’s Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:

**THIS FORM MUST BE INCLUDED WITH SUBMITTAL.**

City of Pensacola  
Florida

**CERTIFICATION  
for  
EROSION AND SEDIMENTATION COMPLIANCE**

All site excavation and site disturbance shall comply with the following federal, state and local regulations related to erosion and sedimentation:

- A. Federal Clean Water Act as amended in 1987
- B. State Florida Statutes, Chapter 373 and 403, and the rules promulgated thereunder
- C. Local Code of the City of Pensacola, Chapter 12-9

By signature of its undersigned authorized representative, the Bidder hereby assures the City of Pensacola that any soil-disturbing activities performed by the Bidder will comply with all applicable federal, state, and local regulations.

The cost of compliance with applicable erosion and sedimentation regulations is estimated by the Bidder to be \$ \_\_\_\_\_, which cost is included in the amount of the bid.

The specific methods of compliance with applicable federal, state, and local regulations and the associated costs are as follows:

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\_\_\_\_\_  
Authorized Official

**THIS FORM MUST BE INCLUDED WITH SUBMITTAL.**

**DRUG-FREE WORKPLACE CERTIFICATE**

**IDENTICAL TIE BIDS** - Pursuant to Florida Statue §287.087, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received 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.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

**CONTRACT BETWEEN CITY OF PENSACOLA AND  
[xxxCONTRACTORxxx]  
BASED UPON INVITATION TO BID #\_\_\_\_\_**

**THIS CONTRACT (“Contract”)** is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Pensacola (“City”), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and \_\_\_\_\_, (“Contractor”), a corporation authorized to do business in Florida, located at \_\_\_\_\_, (the City and Contractor collectively referred to hereinafter as the “Parties”).

**WITNESSETH:**

**WHEREAS**, the City solicited for Invitation to Bid #\_\_\_\_\_, on \_\_\_\_\_, 20\_\_\_ (“Invitation to Bid”), as described in Project Manual/Specifications for \_\_\_\_\_, Bid #\_\_\_\_\_, as modified by any addendum to the Project Manual, all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the “Bid Documents”); and

**WHEREAS**, in response to the Bid Documents, the Contractor submitted to the City a proposal dated \_\_\_\_\_, 20\_\_\_, (“Proposal”) attached hereto as Exhibit B and incorporated herein by this reference; and

**WHEREAS**, the City has awarded the Contract to the Contractor; and

**WHEREAS**, the Parties desire the Contractor to perform the agreement as described in the Bid Documents and the Proposal and pursuant to the terms and conditions of this Contract; and

**WHEREAS**, the Parties desire to enter into this Contract;

**NOW, THEREFORE**, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

**Section 1. Recitals.**

The recitals contained above are true and correct and are incorporated into this Contract.

**Section 2. Contractor’s Obligations.**

The Contractor shall perform all work and services described in, and in accordance with, the Contract. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will

comply with the Contract and any City specifications, drawings, and other descriptions supplied or adopted. The Contractor further warrants that the supplies and workmanship will be new, fit, and sufficient for the purpose for which they are intended, of good materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

**Section 3. Term of Contract.**

Subject to the right of termination for cause or convenience, the term of this Contract shall be as specified in the attached Quote Documents and Proposal.

**Section 4. Payment.**

The Contractor agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Contractor's sole cost and expense, in consideration of the total amount of \_\_\_\_\_ (\$\_\_\_\_\_) to be paid by the City in accordance with the Contract upon the complete performance by Contractor based on unit prices if applicable, or based on partial payments approved by the City, only after written acceptance by the City pursuant to the Contract, and such payment in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

**Section 5. Bond.**

Is a bond required?      (\_\_\_) Yes (\_\_\_) No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

**Section 6. Performance Schedule.**

The Contractor shall commence and complete all work and services pursuant to the Contract.

**Section 7. Necessary Approvals.**

Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contract.

**Section 8. No Waiver.**

No waiver, alterations, consent or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

**Section 9. Governing Law.**

This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract.

**Section 10. Venue.**

Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

**Section 11. No Discrimination.**

Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

**Section 12. Assignment.**

The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

**Section 13. No Other Agreements.**

The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

**Section 14. Remedies for Failure to Perform or Breach of Contract.**

The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

**Section 15. Termination for Convenience.**

The City may terminate this Contract without cause upon thirty (30) days prior written notice.

**Section 16. Public Records Act.**

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly

agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

**Section 17. Mandatory Use of E-Verify System.**

In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

**CONTRACTOR**

**CITY OF PENSACOLA, FLORIDA**

\_\_\_\_\_  
(Contractor's Name)

\_\_\_\_\_  
Mayor, D. C. Reeves

By \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
City Clerk, Ericka L. Burnett

\_\_\_\_\_  
(Printed President's Name)

Approved as to Substance:

Attest \_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Department Director

(CORPORATE SEAL)

Legal in form and execution:

\_\_\_\_\_  
City Attorney



## Attachment "A"

**PUBLIC RECORDS:** Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D. Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:**

**THE OFFICE OF THE CITY CLERK, (850) 435-1715**

**[PUBLICRECORDS@CITYOFPENSACOLA.COM](mailto:PUBLICRECORDS@CITYOFPENSACOLA.COM)**

**222 WEST MAIN STREET, PENSACOLA, FL 32502**

**EXHIBIT A**  
**BID DOCUMENTS**

SAMPLE

**EXHIBIT B**

**PROPOSAL**

The Proposal dated \_\_\_\_\_, which Contractor submitted in response to the Bid Documents (Exhibit A), includes all attachments and addenda submitted by Contractor.

SAMPLE

**PUBLIC CONSTRUCTION BOND**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

**BY THIS BOND, WE:** \_\_\_\_\_, as Principal and \_\_\_\_\_ a corporation, as Surety, are bound to **City of Pensacola**, herein called Owner, in the sum of \$\_\_\_\_\_ for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the contract dated \_\_\_\_\_, 20\_\_\_\_, between Principal and Owner for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provision in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety’s obligation under this bond.

**PRINCIPAL**

**SURETY**

**OWNER**

Name \_\_\_\_\_ City of Pensacola

Bus. Addr. \_\_\_\_\_ P. O. Box 12910  
Pensacola, FL 32521

Tel. # \_\_\_\_\_ (850) XXX-XXXX

**IN WITNESS WHEREOF**, the said

\_\_\_\_\_, as Principal herein has caused these presents to be signed in triplicate in its name, by its \_\_\_\_\_ under its corporate seal, and the said \_\_\_\_\_ as surety herein, has caused these presents to be signed in triplicate in its name by its \_\_\_\_\_ under the corporate seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_A.D.

ATTEST:

\_\_\_\_\_  
(Print) Principal  
\_\_\_\_\_  
Signature By \_\_\_\_\_  
(Print)

ATTEST: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print) Signature

\_\_\_\_\_  
Signature

Surety

By \_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Signature