



**CITY OF MARIANNA
MUNICIPAL DEVELOPMENT DEPARTMENT**

**Post Office Box 936
Marianna, FL 32447
(850) 482-4353**

Email: kdennis@mariannafl.city

BID NUMBER: RFP 2023-05
BID TITLE: Demolition of Dilapidated Structures/Cleanup of Nuisance Properties

LOCATION #1: Property located at 4399 Pearl Street, Marianna
Identified by Tax ID #04-4N-10-0000-1210-0010
Owned by Capital Consultants, LLC; and

LOCATION #2: Property located at 2986 Russ Street, Marianna
Identified by Tax ID #04-4N-10-0073-0000-0170
Owned by Robert E. Hester Estate.

INSTRUCTION TO BIDDERS

To insure acceptance of your bid, please follow the instructions below:

1. Sealed bids must be accepted prior to 1:00 p.m., on Friday, October 6, 2023 Bids **SHALL** be submitted in a sealed envelope marked: **SEALED BID** and identified by the **NAME OF THE FIRM, NAME OF THE CONTRACTOR AND NUMBER OF THE BID,** along with the **DATE AND TIME OF OPENING.**
2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
3. Bids must contain an **original, manual** signature of an authorized representative of the company.
4. Bids will be opened at 1:00 p.m. on Friday, October 6, 2023. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids received after 1:00 p.m. on Friday, October 6, 2023 will not be opened and it will be the bidder's responsibility to make arrangements to pick up the unopened bid package within ten business days.
5. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.
6. **Special Accommodation:** Any person requiring a special accommodation at the Bid opening because of a disability should call the Municipal Development Department at (850) 482-4353 at least five (5) workdays prior to the Bid opening.

7. Any addendums will be posted on the City of Marianna's website: www.cityofmarianna.com. All bidders are advised to check the website daily for updates.

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

PURPOSE:

The purpose of this bid is to contract with a vendor to restore listed properties to pre-developed condition. Demolition of all structures must conform with the guidelines supplied in this bid document. Any contractor submitting a bid for this project agrees to adhere to the procedures described herein, as well as laws and regulations governing demolition or movement of structures.

PROJECT OBJECTIVES:

The project includes:

- Complete removal of all structures
- Off-site disposal of all debris, including but not limited to demolition, junk, inoperable automobiles, sheds, barns, outbuildings, and disturbed vegetative debris
- Complete cleanup of the site
- Complete cleanup of overgrown vegetation or fallen trees
- Leveling, grading and seeding/sodding of disturbed areas

BID DEADLINE:

Bid must be submitted no later than 1:00 p.m. Friday, October 6, 2023 to the City Clerk's Office at City Hall, located at 2895 Jefferson Street, Marianna, Florida 32446. Bids will be opened at 1:00 p.m. on Friday, October 6, 2023 in the City Commission Chambers located at 2898 Green Street, Marianna, Florida 32446.

BID INFORMATION:

Questions pertaining to bid procedures or regarding the specifications should be addressed in writing to Kay Dennis, Municipal Development Director at email kdennis@mariannafl.city.

EXPLANATION TO BIDDERS:

No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any City employee prior to the opening of proposals. Only those communications, which are in writing from the City may be considered as duly authorized expression on the behalf of the City Commission.

Only communications from firms, which are in writing and signed will be recognized by the City Commission as duly authorized expressions on behalf of proposers.

PERMITS AND UTILITY DISCONNECTS:

All permits are the responsibility of the contractor, including asbestos abatement, if necessary. A copy of all permits must be provided to the Municipal Development Department prior to commencement of work. Official line locates are required prior to initiation of work. The successful contractor shall make any and all necessary arrangements for the disconnection of both private and public utility services. In the event the successful contractor fails compliance, the bid will revert to the next lowest or best bidder. Payment shall not be made until written close out of all permits has been provided to the Municipal Development Director.

CONTRACTORS' & SUBCONTRACTORS' LICENSING REQUIREMENTS:

All proposals must include proof of appropriate licensing as required by the Florida Statutes, which mandates specific licensing for Contractors engaged in the type of work covered by this solicitation. The contractor shall meet all requirements of the State of Florida, Department of Business and Professional Regulation, Construction Industries Licensing Board and licensure and/or registration requirements of other federal, state, regional, County and City agencies having jurisdiction over the specified construction work. Said licenses shall be in the Bidder's name as it appears on the sealed quote. Bidder shall supply appropriate license numbers with expiration dates as a part of their bid. Failure to possess and provide proof of proper licensing, certification, and/or registration may be grounds for rejection of the bid. Subcontractors contracted by the Contractor shall be licensed in their respective fields to obtain permits from EPCI. All licenses must be in the name of the subcontractor. It shall be the responsibility of the Contractor to enforce this provision. The City of Marianna and EPCI reserve the right to inspect all licenses at any time and may find the Contractor in default should appropriate documentation or licenses not be produced, or if the documentation or licenses are not current.

INSURANCE REQUIREMENTS:

Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements required. Contractors shall procure and maintain for the duration of the work insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid. The Contractor shall maintain insurance limits no less than:

- 1) General Liability - \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage;
- 2) Automobile/Equipment Liability - \$1,000,000 combined single limit per accident for bodily injury and property damage (non-owned, hired car); and
- 3) Workers' Compensation and Employers' Liability – covering all employees and meeting Statutory Limits in compliance with the applicable State and Federal laws, employer's liability with a limit of \$500,000 per accident, \$500,000 disease policy

limit, \$500,000 disease for each employee, and waiver of Subrogation in lieu of Additional insured is required.

PAYMENT:

One payment will be made to the successful bidder after completion of final inspections on both properties. The City of Marianna will pay the successful bidder within thirty (30) days of a passed final inspection related to completion of all work.

Upon seven (7) business days notice from the Contractor, the Municipal Development Director or her designee will conduct a semi-final inspection. Notice must be accompanied by an invoice for payment. If, at the semi-final inspection, all project objectives have been completed to the City's satisfaction, the payment request will be processed. If, however, at any semi-final inspection any work is found unsatisfactory or incomplete, in whole or part, the Contractor shall be given the necessary instructions to complete the project. When all project objectives have been satisfactorily completed, the payment request will be processed.

STATUS:

The Contractor shall at all times, relevant to this project, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered an employee of the City of Marianna.

REJECTION OF BIDS:

The City of Marianna reserves the right to reject any and/or all bids when such rejection is in the best interest of the City.

RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the contents of the bid form will be made public for the information of vendors and other interested parties who may be present either in person or by representative.

WITHDRAWAL OF BIDS:

Bids may be withdrawn by written request received from Vendors prior to the time fixed for opening. Negligence on the part of the Vendor in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

AWARD OF BIDS:

The bid/proposal will be awarded as soon as possible to the lowest responsible bidder. The City reserves the right to waive any informality in bids/proposals and to award the bid/proposal in whole or in part when either or both conditions are in the best interest of the City of Marianna.

Notice of the intended award is provided through an agenda item to the Marianna City Commission containing a recommendation of the award. The agenda for each meeting of the City of Marianna may be obtained at www.cityofmarianna.com. A vendor may request, in their bid submittal, a copy of the bid tabulation sheet to be mailed in a vendor provided, self-addressed stamped envelope for their record.

RIGHT TO INSPECT:

The City of Marianna may, at their discretion, inspect the job site any time.

TERMINATION:

The City of Marianna may terminate this project without cause, by providing the Contractor thirty (30) days written notice of termination. Either party may terminate this project for cause by giving the other party hereto thirty (30) days written notice of termination. The City of Marianna shall not be required to give the Contractor such thirty (30) day written notice if, in the opinion of the City, the Contractor is unable to perform its obligations hereunder or if in the City's opinion, the services being provided are not satisfactory. In such case, the City may immediately terminate the project by mailing a notice of termination to the Contractor.

PUBLIC ENTITY CRIMES STATEMENT:

BIDS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Consistent failure to respond to bid invitation for three (3) consecutive instances;
2. Failure to update the information on file including address, service or business descriptions;
3. Failure to perform according to contract provisions;
4. Conviction in a court of law of any criminal offense in connection with the conduct of business;
5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts;
6. Clear and convincing evidence that the vendor has attempted to provide the City of Marianna a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity; and
7. Other reasons deemed appropriate by the Marianna City Commission.

TIME AND LIQUIDATED DAMAGES:

The work performed at each separate property in this project shall be completed within thirty business days. The project must be completed in full on or before January 4, 2024. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the City, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the City, not as a penalty, but as liquidated damages, the sum of \$100.00.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of the City of the liquidated damages due with this project.

ASSIGNMENT:

This project shall not be assigned or sublet as a whole or in part without written consent of the City, nor shall the Contractor assign any monies due or to become due to him hereunder without previous written consent of the City.

INDEMNIFICATION:

The Contractor agrees to indemnify and hold harmless the City, its Commission and employees, from all liabilities, losses and costs, including, but not limited to, reasonable attorney fees, to the extent caused by the negligence or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this project. The City may, at its sole option, defend itself or allow the Contractor to provide defense. The Contractor acknowledges that ten dollars (\$10) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the City.

ETHICAL BUSINESS PRACTICES:

1. Gratuities. It shall be unethical for any person to offer, give, or agree to give any City employee, or for any City employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefore.
2. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated with therewith, as an inducement for the award of a subcontract or order.
3. The City Commission has a right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion the City Commission may deny award or cancel the contract if it determines that unethical business practices were involved.

FINAL INSPECTION:

Upon seven (7) business days notice from the Contractor of completion of this project, the Municipal Development Director or her designee will conduct a semi-final inspection. If, at the semi-final inspection, all project objectives have been completed to the City's satisfaction, such inspection will constitute the final inspection. If, however, at any semi-final inspection any work is found unsatisfactory or incomplete, in whole or part, the Contractor shall be given the necessary instructions to complete the project. When all project objectives have been satisfactorily completed, a written notice of final acceptance will be provided to the Contractor.

FIRES:

No materials or debris shall be burned or buried on the premises.

DUST CONTROL:

Every effort shall be made to prevent the spread of dust during structural removal procedures.

GRADING, FILLING, SODDING AND STABILIZING DISTURBED AREAS:

The site must be graded as follows. Soil for back filling excavations, cavities, and depressions shall be provided by the Contractor from locations outside the parcel being cleared, and at the Contractor's expense. After removal of all structures and other man-made improvements, after filling of cavities, exactions and depressions, and after all clearing and cleaning operations are completed, the Contractor shall grade the disturbed earth areas to a smooth and even grade consistent with or blending the surrounding undisturbed portion of the site. After the finish grading has been completed, the Contractor shall stabilize the disturbed earth areas by seeding/sodding and fertilizing them. The Contractor shall protect and preserve all trees and shrubs on the parcel, which do not conflict with grading or clean-up requirements.