

BID FORM
CITY OF DEBARY
Bill Keller Variable Speed Pump / Well Project
BID No.03-16

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	WRITTEN UNIT PRICE	UNIT PRICE	TOTAL
16-01	Removal of existing pump and motor	1	Lump Sum	Two Thousand	2000. ⁰⁰	2000. ⁰⁰
16-02	Installation of 15HP, 3 phase 460V motor	1	Lump Sum	Three Thousand	3000. ⁰⁰	3000. ⁰⁰
16-03	Installation of 15HP electric pump end	1	Lump Sum	Two Thousand Five hundred	2500. ⁰⁰	2500. ⁰⁰
16-04	Installation of 20 HP Drive	1	Lump Sum	Five thousand	5000. ⁰⁰	5000. ⁰⁰
16-05	Remove & replace all pipe and fittings near the RPZ. Reinforce new assembly	1	Lump Sum	one Thousand two hundred	1200. ⁰⁰	1200. ⁰⁰
16-06	Start up and balance of new pump & motor	1	Lump Sum	Four hundred	400. ⁰⁰	400. ⁰⁰

Written Total Bid Amount	Total Bid Amount Numeric
Fourteen thousand six hundred	\$ 14,600. ⁰⁰

Prepared By: Keith Ratchford Title: President

P R O P O S A L

Submitted 8/11, 2016

The City of DeBary
16 Colomba Rd.
DeBary, Florida 32713

Gentlemen:

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

The Bidder further declares that it has examined the site of the work and that from personal knowledge and experience, or that it has made sufficient test holes and/or other subsurface investigations to fully satisfy itself that such site is a correct and suitable one for this work and it assumes full responsibility therefore; that it has examined the Drawings and Specifications for the work and from its own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and it has examined the other Contractual Documents relating thereto, including the Advertisement for Bids, Instructions to Bidders, Proposal, Contract, General and Special Conditions, Technical Specifications, Drawings and has read all addenda prior to the opening of bids, and that it has satisfied itself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of DeBary, Florida in the form of the contract specified, to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the Proposal and the Contract, and called for by the Drawings and Specifications and in the manner specified.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the Contract Form.

The Bidder further agrees to execute a Contract within ten (10) consecutive calendar days after written notice being given by the City of the award of the Contract, and the undersigned agrees that in case of failure on its part to execute the said Contract within the ten (10) consecutive calendar days after the award of the Contract.

The Bidder further agrees to comply with the Disadvantages, small and Women owned Business Enterprises Program goal of 10% as established by the City Council (City of DeBary, Code of Ordinances, Sec. 2-184). In the event such goals are not achieved, the Contractor shall provide evidence of good faith effort to achieve such goals. If such goals are not achieved and if it is deemed that a good faith effort for compliance has not been shown to the satisfaction of the City of DeBary, the Contractor shall be considered in non-compliance with this policy. If the Contractor fails to come into compliance or fails to show a good faith effort to come into compliance within thirty (30) days, the City Manager may impose appropriate penalties upon the vendor including prohibiting the vendor from submitting future bids to the City for a period of one (1) year.

The undersigned agrees to accept in full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the technical specifications.

The undersigned hereby declare that Keith Ratchford - Water Works Inc has examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of:

City of DeBary – Bill Keller Park Variable Speed Pump / Well Project

for which bids were advertised to be received on, **August 12, 2016 AT 10:00 P.M.** and further declare Water Works Inc. will furnish all labor, materials and supplies and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the price stated below. The price is to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Work shall be completed as specified in its entirety for the total amount of:

\$ 14,600
(Use Numbers)

Fourteen thousand six hundred **Dollars**

and Zero cents.
(Use Words)

At the following unit prices:

See Bid Forms at Page 59-61

I certify that work shall be completed as specified in its entirety within **5 (FIVE)** days of Notice to Proceed.

The City reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be of the best interest of the City. Acknowledgement is hereby made of the following Addenda received since issuance of Plans and Specifications:

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Water Works Inc L.S.
(Name of Bidder) (Affix Seal)

x Keith Ratchford L.S.
(Signature of Officer)

President L.S.
(Title of Officer)

Federal Employer Identification Number 51-0496090

Address: P.O. Box 470150

City: Lake Monroe State: FL Zip: 32747

Phone: (407) 321-0458 Fax: (407) 322-6053

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

Water Works Inc.

P.O. Box 470150

Lake Monroe FL 32747

Name of the executive who will give personal attention to the work:

Keith Ratchford

Must Be Included in Bid Proposal

EVIDENCE OF EXPERIENCE AND FINANCIAL STATUS

PROJECT DESCRIPTION	OWNERS NAME AND ADDRESS	VALUE OF PROJECT
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Must Be Included With Bid Submittal:

CONFLICT OF INTEREST DISCLOSURE FORM

I, Keith Ratchford, am President
(Print Name) (Print Title)

and the duly authorized representative of the firm of Water Works, Inc.,
(Print Name of Company)

whose address is:

PO Box 470150
Lake Monroe, FL 32747

I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting;
and,

Except as listed below, no employee, officer, or agent of the firm have any conflict of interest, real or
apparent, due to ownership, other clients, contracts, or interest associated with this project; and,

This proposal is made without prior understanding, agreement, or connection with any corporation, firm or
person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (list):

Signature: *Keith Ratchford*

Print Name: Keith Ratchford

Name of Company: Water Works Inc

Date: 8/11/16

Witnessed: Sworn to and subscribed before me this 11th day of August, 2016.

Personally Known

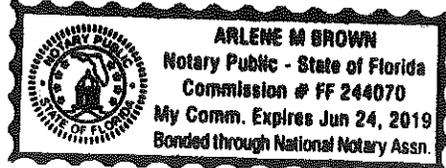
Notary Public - State of Florida

Or Produced Identification

My Commission Expires 6/24/2019

Type of Identification —

Seal



Must Be Included With Bid Submittal:

Officers and Significant Stakeholders

Failure to list all officers and significant stakeholders of the business may prevent the proposal / offer from being considered for award.

BUSINESS OFFICERS

President:
Name: Keith Ratchford

Address: PO. Box 470150 Lake Monroe FL 32747

Vice President:
Name: _____

Address: _____

Secretary:
Name: _____

Address: _____

Treasurer:
Name: _____

Address: _____

SIGNIFICANT STAKEHOLDERS

A significant stakeholder means any person, corporation, partnership, individual, sole proprietorship, joint venture, joint stock company, or any legal entity that has a ten percent (10%) or more equity in the business.

Name: _____

Address: _____

USE ADDITIONAL PAGES TO ADD ALL NAMES AND ADDRESSES.

End of Forms to be Included With Proposal

CONSTRUCTION CONTRACT

THIS CONTRACT is entered by and between CITY OF DeBARY, FLORIDA (hereinafter called the "City"), and _____, of _____ (hereinafter called the "Contractor"), on this 11 day of August, 2016.

WHEREAS, it has been determined that the execution of this Contract is beneficial to the people of the City of DeBary, Florida;

WITNESSETH, the City and the Contractor for TEN DOLLARS (\$10.00) and other good and valuable consideration hereby covenant and agree as set forth below:

ARTICLE I

THE CONTRACT DOCUMENTS

The Contract Documents consist of: this Construction Contract with Exhibits thereof; the Conditions of the Contract (general and other conditions, if applicable); the drawings and technical specifications; and all addenda to the Contract issued prior to and all modifications (changes) issued after execution of this Contract. These form the Contract, and all are as fully a part of this Construction Contract as if attached hereto or repeated herein.

ARTICLE II

THE PROJECT

1. The Contractor shall perform all the work required by the Contract Documents to complete the Project as described and detailed herein: Bill Keller Park Variable Speed Pump / Well Project and in accordance with the Technical Specifications Manual, all as pertaining to the City's property described in the Contract Documents. The Project comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.
2. Contractor represents and agrees that it has carefully examined and understands this Contract and the other Contract Documents, has investigated the nature, locality and site of the Project and the conditions and difficulties under which it is to be performed, and that it enters into this Contract on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the City, or of any of the City's agents, consultants or employees.

ARTICLE III

TIME OF COMMENCEMENT AND COMPLETION DATE

1. The work to be performed under this Contract shall be commenced upon or immediately after delivery of notice from the City to Contractor to proceed ("Notice to Proceed"), Contractor shall thereafter diligently proceed with the completion of the Project within **5 (five) calendar days** after the Notice to Proceed (the "Completion Date").

2. Notwithstanding anything else contained herein, if the City, in its sole judgment, shall deem it advisable to terminate this Contract before delivery of Notice to Proceed, then the City shall deliver written Notice of Termination of the Contract to the Contractor, the Contract shall be rendered null and void, and neither party shall be entitled to any damages or compensation in connection with such termination of the Contract.
3. Inasmuch as failure of the Contractor to complete the Project by the Completion Date may cause grave injury and damage to the City, time is of the essence in the performance of this Contract. Accordingly, the Contractor must commence work and complete the Project when and as required by this Contract.
4. In the event that the Contractor shall fall behind in schedule at any time, for any reason, and such delay is adversely affecting the City's ability to timely occupy and use the Project for its intended purpose, the City shall be entitled to direct acceleration or re-sequencing of the work to bring the Project back on schedule. In the event the Contractor determines that the Completion Date cannot be met by re-sequencing the work, then the Contractor shall immediately provide the City, and in any event within three (3) calendar days after the date of receipt of the City's instruction for re-sequencing or accelerating, a plan to complete the Project in the shortest possible time. No approval by the City of any plan for re-sequencing or accelerating of the work submitted by the Contractor pursuant to this clause shall constitute a waiver by the City of its rights of recovery from damages or losses which the City may suffer by reason of delayed Project completion.
5. Contractor agrees to provide the City with each application for progress payment pursuant to Article V hereof, the Contractor's best estimate of any anticipated revisions to the Completion Date for the purpose of the City's planning; provided, however, and notwithstanding the making of any progress payments, no anticipated revisions to the Completion Date shall be effective and binding on the City and the Contractor without a written Change Order executed by the City in accordance with the procedure set forth in General Conditions Article VI hereof.

ARTICLE IV

CONTRACT SUM

1. In consideration of the performance of the Contract, the City agrees to pay the Contractor, by City's check, the Contract sum of:
Fourteen thousand six hundred
Written Amount
 (\$ 14,600.⁰⁰).
2. For changes in the work, ordered by the City, the contract sum shall be adjusted accordingly. Article VI stipulates the conditions governing changes in the work.
3. The Contractor shall be paid ninety percent (90%) of the proportional amount of the contract sum with each progress payment, (such payments to be in proportion to the percentage completion of the Project) and the balance of the contract sum shall be paid at the time of Final Payment as described in General Conditions Article XII hereof.

5. The Contractor hereby assigns to the City (and its assigns) all its interest in any purchase orders now existing or hereinafter entered into by the Contractor for performance of any part of the work which assignment will be effective upon acceptance by the City in writing and only as to those subcontracts and purchase orders which the City designates in said assignment at any time during the course of construction prior to final completion. ***IT IS FURTHER UNDERSTOOD AND AGREED THAT ALL PURCHASE ORDERS SHALL PROVIDE THAT THEY ARE FREELY ASSIGNABLE BY THE CONTRACTOR TO THE CITY AND/OR ITS ASSIGNS. THIS ASSIGNMENT IS PART OF THE CONSIDERATION FOR ENTERING INTO THIS CONTRACT WITH THE CONTRACTOR AND MAY NOT BE WITHDRAWN PRIOR TO FINAL COMPLETION OF THE PROJECT.***

For purposes of verifying that cost or pricing data submitted, in conjunction with the negotiation of this Contract or any contract change or other modification, are accurate, complete, and current, the City or its authorized representatives, shall - until the expiration of three (3) years from the date of Final Payment under this Contract - have the right to examine those books, records, documents and other supporting data which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein, which were prepared by the Contractor prior to and after the date of execution of the Contract, but relating to the Contract. The Contractor agrees to insert the substance of this clause in all subcontracts hereunder so as to apply until three (3) years after Final Payment under the subcontract, unless the price is based on established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices are set by law or regulation.

6. Any notice required or given pursuant to or in relation to the Contract shall be sent certified or registered mail postage prepaid, return receipt requested as follows:

If to the City: DeBary City Manager
 16 Colomba Rd.
 DeBary, Florida 32713

If to the Contractor: Water Works Inc
PO Box 470150
Lake Monroe, FL 32747

7. The City shall be responsible for obtaining and paying for all Project permits, licenses and related fees for construction including but not limited to: Building Permit, Utility Permits including Water, Sewer and Electrical Permits, Utility Hook Ups and Impact Fees and any additional Permit or Fee associated with the issuance of the Building Permit exclusive of Road Impact Fees which will be paid directly by the Owner. Additionally the City shall be responsible for coordinating the connection and commencement of all electrical, sewer, water and other utility services as applicable.
8. In the event of a conflict between any provision of the other Contract Documents and this Contract, the provisions of this Contract shall be deemed to govern.
9. Disagreement is to be governed by the law of the State of Florida. Venue for any litigation between the parties to this Contract shall be in Volusia City, Florida and any trial shall be non-jury.

10. The prevailing party shall recover against the other party all attorney's fees and costs incurred from any and all disputes and/or litigation, including appeals which arise from this Contract.
11. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission percentage, brokerage or contingent fee excepting bona fide employees or established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City in its discretion shall have the right to cancel this Contract without liability or, to remain a party to this Contract and deduct from the Contractor's compensation the full amount of such commission percentage, brokerage, or contingent fee.
12. Contractor and their subcontractors shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances.

IN WITNESS WHEREOF, the parties have made and executed this Contract, the day and year first above written.

x *Kent [Signature]*
 CONTRACTOR

(Seal)

By President
 (Title)

DATE 8/11/16

ATTEST:

City of DeBary

BY: City of DeBary, FLORIDA

(Seal)

BY: _____
 Clint Johnson, Mayor

DATE _____

ATTEST:

 City Clerk