

**SEALED BID for  
INVITATION TO BID NO. 2020-06**

**PHASE I of  
REPLACEMENT AND INSTALLATION OF SIDEWALKS  
in the City of Pahokee**



**CITY OF PAHOKEE CITY COMMISSION**

**KEITH W. BABB, JR., MAYOR  
CLARA MURVIN, VICE MAYOR  
REGINA BOHLEN, COMMISSIONER  
BENNIE L. EVERETT, COMMISSIONER  
FELISIA C. HILL, COMMISSIONER**

**BIDS TO BE OPENED ON  
Tuesday, 22<sup>st</sup> DECEMBER 2020  
at 12:00noon**

**CHANDLER F. WILLIAMSON  
CITY MANAGER**

**CITY OF PAHOKEE  
207 BEGONIA DRIVE  
PAHOKEE, FLORIDA 33476**

## LEGAL NOTICE

### INVITATION TO BID 2020-06 PHASE I of REPLACEMENT and INSTALLATION of SIDEWALKS in the City of Pahokee

The City of Pahokee, Florida, a Florida municipal corporation located in Palm Beach County, Florida, will be receiving sealed bids for the PHASE I Replacement and Installation of Sidewalks in the City of Pahokee until **12noon** local time on **Monday, 21<sup>st</sup> December 2020.**

Bids will be **opened and read** aloud by the Bid Review Committee on **Tuesday, 22<sup>nd</sup> December 2020** at **10:00am**, local time and the winning bidder will be notified by **5:00pm** on **Tuesday, 22<sup>nd</sup> December 2020.**

The complete invitation to bid (ITB) including specifications and bid forms may be obtained by bona fide bidders from the City Clerk Office, 207 Begonia Drive, Pahokee, Florida 33476, Monday through Friday, 8:30am to 3:00pm or from the City of Pahokee's website: [www.cityofpahokee.com](http://www.cityofpahokee.com). For more information contact at 561.924.5534 ext. 2006 or via email: [cityclerk@cityofpahokee.com](mailto:cityclerk@cityofpahokee.com).

A Mandatory Pre-Bid meeting is scheduled for **10:00am**, local time, on **Monday, 7<sup>th</sup> December, 2020** at the City of Pahokee Commission Chamber located at 360 East Main Street, Pahokee, Florida 33476. Failure to attend the Mandatory Pre-Bid Meeting shall result in the rejection of the sealed bid proposal.

Sealed bid envelopes should be marked **"Bid for Replacement and Installation of Sidewalks"**  
The City of Pahokee shall accept the bid of the lowest responsible bidder that best meets the needs of the City, taking into consideration, also the capability to perform the contract on a timely basis, financial responsibility of the bidder, previous satisfactory performance and other such abilities of the bidder that the City, in its sole discretion, determines will enable the bidder to perform effectively and efficiently.

The City of Pahokee shall not be liable for any costs incurred by any bidder in connection with its response to this ITB. The City reserves the right to reject any and all bids, to waive any informality in any bid, solicit and re-advertise for new Bid submittals or to abandon the project in its entirety. No bid may be withdrawn for a period of sixty (60) days after the scheduled closing date for the receipt of bids.

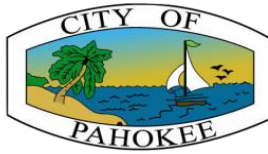
CITY OF PAHOKEE  
City Clerk

PUBLISH: CITY OF PAHOKEE WEBSITE: Wednesday, 2<sup>nd</sup> December 2020

THE PALM BEACH POST News:

Print: Wednesday, 2<sup>nd</sup> December 2020, Wednesday, 9<sup>th</sup> December 2020

Online: Wednesday, 2<sup>nd</sup> December 2020 through Wednesday, 9<sup>th</sup> December 2020



ITB #2020-06  
**PHASE I of**  
**REPLACEMENT AND INSTALLATION OF SIDEWALKS**  
**in the City of Pahokee**

**INVITATION TO BID CALENDAR OF EVENTS**

<b>SCHEDULE</b>	<b>DUE DATE</b>	<b>METHOD</b>
Bid Advertised	Wed. 2 <sup>nd</sup> December 2020	Advertised: The Palm Beach Post www. Cityofpahokee.com
<b>Mandatory</b> Pre-Bid Meeting	Mon. 7 <sup>th</sup> December 2020 At 10:00AM	See Pre-Bid Meeting Clause
Deadline for Questions	Wed. 9 <sup>th</sup> December 2020 at 12noon	See Deadline for Questions Clause
Anticipated Date for Responses to Questions	Thurs, 10 <sup>th</sup> December 2020 at 12noon	Must be emailed and will be responded to all who attended the mandatory pre-bid meeting.
<b>SEALED BIDS DUE</b> (Bid number should be clearly marked on the envelop)	Mon., 21 <sup>st</sup> December 2020 at 12noon	<b>Submit BEFORE the due date and time to the following address:</b> City Clerk's Office (Submissions Will Be Stamped) City of Pahokee 207 Begonia Drive Pahokee, Florida 33476
Bids Reviewed by Committee Winning bidder contacted by 5:00 PM	Tue. 22 <sup>nd</sup> December 2020 at 10:00AM	
Anticipated Date of Announcement of Award	Tue. 22 <sup>nd</sup> December 2020 at 3:00PM	Award letter will be emailed and mailed to the awardee. Award & Contract must be approved by City Commission. Holiday Season will determine approval of Contract

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## INSTRUCTIONS TO BIDDERS AND SPECIFICATIONS

### **SECTION 1. GENERAL INFORMATION**

The bid documents consist of the Legal Notice; Bid Calendar; the Instructions to Bidders and Specifications; the Bid Proposal Form; Cost Breakdown; Registration form; Respondent Information Page; the Drug Free Workplace Certification; References Form; Campaign Confirmation Statement; Narrative Questionnaire; the Sworn Statement on Public Entity Crimes, the Contract, the Specifications and any Addenda issued prior to the date designated for the receipt of Bids.

The City of Pahokee will receive sealed bids at the City of Pahokee's City Hall, City Clerk's Office, 207 Begonia Drive, Pahokee, Florida 33476 until **12noon** local time on **Monday, 21<sup>st</sup> December 2020.**

Any bids received after the time specified will not be accepted and shall be returned unopened to the Bidder. All Bids shall be publicly opened and read aloud by the Bid Review Committee on **Tuesday, 22<sup>nd</sup> December 2020** at **10:00am**, local time and the winning bidder will be notified by **5:00pm** on **Tuesday, 22<sup>nd</sup> December 2020.**

### **SECTION 2. BID SUBMISSION**

Complete sets of the Bid Documents shall be used in preparing the Bid Proposal. The City of Pahokee ("City" or "Owner") does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets. **Each bidder shall submit one (1) original and three (3) copies and one (1) electronic copy of its Bid Proposal.**

A **Mandatory** Pre-Bid meeting is scheduled for **10:00am**, local time, on **Monday, 7<sup>th</sup> December, 2020** at the City of Pahokee Commission Chamber located at 360 East Main Street, Pahokee, Florida 33476. Failure to attend the Mandatory Pre-Bid Meeting shall result in the rejection of the sealed bid proposal.

The Bid Proposal Form is to be completed, signed and placed in a sealed envelope bearing the words **"Bid for Replacement and Installation of Sidewalks and Curbing"** on the outside and mailed or presented to the City of Pahokee's City Clerk's Office on or before the specified time and date. The Bid Proposal Form shall be accompanied by: (1) a Statement of Qualifications; (2) Drug Free Workplace Certification and, (3) Sworn Statement Regarding Public Entity Crimes.

It is the sole responsibility of the Bidder to ensure that the Bid is received by the City Clerk on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. Bids submitted by telephone, email or facsimile will not be accepted.

The Bid opening time shall be scrupulously observed. Under no circumstances shall Bids delivered after the time specified be considered. Such Bids will be returned unopened to the potential bidder.

Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

The submission of a Bid shall constitute an incontrovertible representation by the Bidder that the Bid Documents are sufficient in scope and detail to indicate and convey a complete understanding of all terms and conditions for performance of the work and the completion of the Project.

### **SECTION 3. SPECIFICATIONS**

The City of Pahokee, Florida, is actively seeking sealed bids from licensed contractor(s) for the replacement and installation of new sidewalks and curbs in the locations listed within the Scope of Work Specifications included in the ITB.

### **SECTION 4. CONTACT PERSON**

For information concerning this Bid, please contact:

City Clerk's Office  
City of Pahokee  
207 Begonia Drive  
Pahokee, Florida 33476  
561.924.5534 ext. 2006

**All questions must be submitted in writing by email to [cityclerk@cityofpahokee.com](mailto:cityclerk@cityofpahokee.com) at least five (5) days prior to the bid opening.**

### **SECTION 5. ACCEPTANCE/REJECTION**

The City shall accept the Bid of the responsible Bidder that best meets the needs of the City taking into consideration, among other things, the financial responsibility of the Bidder, proven skill and experience, capability to perform the contract on a timely basis, previous satisfactory performance, and such other abilities of the Bidder that the City, in its sole discretion, determines will enable the Bidder to perform effectively and efficiently.

The City reserves the right to reject any and all Bids, in whole or in part, to make awards either as individual items or as a total combined Bid, whichever it considers in the best interest of the City and to waive any informality in any Bid.

## **SECTION 6. ADDITIONAL TERMS AND CONDITIONS**

No additional terms and conditions included with the Bid Response shall be evaluated or considered any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid, whether submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the terms and conditions in this Invitation to Bid solicitation are the only conditions applicable to the Bid and the Bidder's authorized signature affixed to the Bidder's proposal form attests to this.

## **SECTION 7. INTERPRETATIONS, CLARIFICATIONS AND ADDENDA**

No oral interpretations will be made to any Bidder as to the meaning of the Bid Documents. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of Bids will be given consideration. All such changes and interpretations will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Bidders prior to the established Bid opening date. Submission of a Bid constitutes acknowledgement by the Bidder of the receipt of addenda. All addenda are a part of the Bid Documents and each Bidder will be bound by such addenda, whether or not actually received. It is the responsibility of each Bidder to verify that he or she has received all addenda issued before Bids are opened. City of Pahokee personnel are not authorized to interpret or give information as to Bid requirements in addition to that which is contained in the written Bid Documents and addenda.

## **SECTION 8. CONTRACTUAL AGREEMENT**

The Bid Documents shall be included and incorporated into the Contract. For purposes of interpretation, the order of contract precedence will be the Contract and then the remaining Bid Documents. The Bid Documents shall be construed in a manner so as to give effect to each term and condition whenever possible. In the event of an express conflict, the more restrictive or specific provision shall control.

## **SECTION 9. FEDERAL AND STATE TAX**

The City is exempt from Federal and State taxes for tangible personal property. However, vendors or contractors doing business with the City shall not be authorized to use the City's Tax Exemption Number in securing materials for performance of the work associated with this Project.

## **SECTION 10. LEGAL REQUIREMENTS**

A 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 or 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 vendors list.

#### **SECTION 11. VARIANCES**

The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications for the Contract being proposed. For purposes of bid evaluation, Bidders must indicate any variances to the specifications, terms and conditions, no matter how light. If variations are not stated in the bid, the City shall construe the Bid to fully comply with the specifications, terms and conditions as given herein.

#### **SECTION 12. INSURANCE REQUIREMENTS**

- (A) Prior to the approval of the Contract, the selected Bidder shall provide to the City certificates evidencing insurance coverage in the minimum amounts as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The certificates shall clearly indicate that the selected Bidder has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the City. Failure to comply with the foregoing requirements shall not relieve the selected bidder of its liability and obligations under a resulting contract.
- (B) The selected Bidder shall maintain, during the life of a resulting contract, commercial general liability insurance, in the amount of \$500,000 per occurrence or \$1,000,000 in aggregate to protect the selected Bidder from claims for damages for bodily and personal injury, including wrongful death, as well as from claims for damages for bodily and may arise from any operation under a resulting contract, whether such operations be performed by the selected Bidder or by anyone directly employed by or contracting with the selected Bidder.
- (C) The selected Bidder shall maintain, during the life of a resulting contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the selected Bidder from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the selected Bidder or by anyone directly or indirectly employed by the selected Bidder.
- (D) The parties to the resulting contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the other party.
- (E) All insurance, other than Worker's Compensation, to be maintained by the selected Bidder shall specifically include the City of Pahokee as an Additional Insured.

#### **SECTION 13. TRADE, BRAND NAMES**

Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limited competition. The City reserves the right, however, to order specific brand/manufacturer items on a "NO SUBSTITUTE" basis where those items have been found by usage and experience to be the most durable, suitable, and acceptable for the operational condition of the City.

#### **SECTION 14. AWARD**

The City reserves the right to hold all Bids for a period not to exceed sixty (60) days after the date of bid opening stated in the Invitation to Bid.

The City of Pahokee shall accept the bid of the lowest responsive and responsible bidder that best meets the needs of the City, taking into consideration, among other things, the capability to perform the contract in a timely basis, previous satisfactory performance, financial responsibility of the bidder, and other such abilities of the bidder that the City, at its sole discretion, determines will enable the bidder to perform effectively and efficiently.

#### **SECTION 15. BID WITHDRAWAL**

Any bid may be withdrawn up until the time set for opening of the bids. Any bids not so withdrawn shall, upon opening, constitute an irrevocable offer to sell to the City the goods or perform the services set forth in the Bid Documents until one or more of the Bids have been duly accepted by the City.

If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with the City and promptly demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of the Bid that Bidder may withdraw their Bid. Thereafter, that Bidder will be disqualified from further bids on the Project.

#### **SECTION 16. NON-APPROPRIATIONS**

It is the obligation of the City to make a bid award and execute a Contract under the terms of this Invitation to Bid is contingent upon funds being lawfully appropriated for the purpose of the contract. Should funds not be appropriated for this purpose, the City, at its sole discretion, shall have the right to reject all Bids.

#### **SECTION 17. BID FORMS**

In filling out Bid forms, Bidders shall be governed by the following provisions.

- (A) Bids must be made on the blank provided herewith, and all blank spaces in the Bid Proposal Form must be filled in.
- (B) Lump sum Bids shall be shown in both figures and writing.
- (C) Bids must be signed in ink by the Bidder with the signature in full.

- (D) In the event of a multiplication or addition error, the unit prices set forth in the Bid Proposal Form shall control.
- (E) Bids that contain any omission, erasure, alteration, addition or item not called for, or that show irregularities of any kind, will be considered as informal or irregular. This will constitute cause for the rejection of the bid.
- (F) If a Bidder wishes to change prices, the Bidder shall strike the price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the bid. Any changes or alterations of prices in the bid must be initialed. Failure to initial these changes or illegible entries or corrections or prices will be cause for the rejection of the bid as informal or irregular.

#### **SECTION 18. STATEMENT OF QUALIFICATIONS**

This Bid shall be awarded only to a responsible Bidder, qualified by experience to provide the work specified. The Bidder shall submit the following information with its Bid:

- (A) Copy of Contractor's License and experience record showing the Bidder's experience performing similar work. Include a list of any sub-contractors and their experience as well.
- (B) List of other satisfied customers Bidder has constructed similar projects with: location; dates of contracts; description of work performed; pictures of completed work, if available; names; telephone numbers; email addresses and mailing addresses of owners.
- (C) Provide a schedule of Work for the project demonstrating the bidder's capability to perform the contract on a timely basis.

Failure to submit the above requested information may be cause for rejection of the Bid.

#### **SECTION 19. CONE OF SILENCE**

This Invitation to Bid is expressly subject to the Cone of Silence provisions of Section 2-355 of the Palm Beach County Code of Ordinances. Any contract entered into in violation of the Cone of Silence provisions shall render the transaction voidable.

#### **SECTION 20. NON-COLLUSION**

By submitting a Bid, each Bidder affirmatively represents that neither the Bidder nor any of its officers, partners, owners, agents, representatives or employees have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder to submit a collusive or sham Bid or have in any manner directly or indirectly sought by agreement or collusion to fix the prices of the Bid or to secure through any agreement or collusion any advantage. The prices quoted in the Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, or employees.

## **SECTION 21. SUBCONTRACTORS**

Each Bidder shall submit a list of subcontractors proposed for specific portions of the Work. If requested by the City, each Bidder shall submit an experience statement for each subcontractor with pertinent information regarding similar projects and other evidence of qualifications. If the City, after due investigation, has reasonable objection to any proposed subcontractor, the City may, before a Bid Proposal is accepted and the Contract awarded, request an apparent Successful Bidder to submit a substitute without an increase in the Bid Proposal.

If the apparent Successful Bidder declines to make any substitution, the City may award the Contract to the next lowest Bidder that proposes to use acceptable subcontractors. Declining to make requested substitutions shall not constitute grounds for forfeiture of Bid Security of any Bidder. Any subcontractor so listed and against which City makes no written objection prior to accepting a Bid and awarding the Contract will be deemed acceptable to the City.

## **SECTION 22. SITE ACCESS AND DUTIES**

For the performance of the contract, the contractor will be permitted to occupy such portions of the City property as permitted by the owner or its representative or as necessary to complete requested services. He shall leave the site of work in a neat and orderly condition equal to that which originally existed.

## **SECTION 23. REGULATIONS, PERMITS AND FEES**

The selected Bidder will be required to obtain at its own expense all licenses, building tax receipts and costs for inspections required to provide the required services to the City. The selected Bidder must comply with all Federal, State and local laws and regulations that may apply, including, but not limited to, those specifically referenced in the Bid Documents. The selected Bidder will also be required to complete paperwork and make application for a building permit to the City. The cost for this permit shall be borne by the City.

## **SECTION 24. CERTIFICATION**

When applicable, vendor must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Business Tax Receipt. Copies of such Certificate and Receipt must be submitted with the Bid and must be in the name of the vendor shown on the Bid Proposal page.

## **SECTION 25. PROJECT SCHEDULE/COMPLETION TIME**

**An estimated project schedule shall be provided in writing by the Bidder and attached to the bid.** The completion time must meet the City's approval. During the time of work, the Bidder will provide weekly progress reports that include updated estimates of project completion. The work of the project must show continuous progress towards completion and account for any and all changes and delays.

## SCOPE OF WORK/SPECIFICATIONS

The City of Pahokee, Florida is actively seeking sealed bids from licensed contractor(s) for the replacement and installation of sidewalks in the following locations:

<b>Street/Sidewalk Location</b>	<b>Linear Ft</b>	<b>Total Sidewalk Ft</b>	<b>Sidewalk Area Sq. Ft</b>
Daniels: from Amaryllis to Rardin	291	291	1455
Daniels: from Rardin to South Lake	240	240	1200
Carver: from Amaryllis to Rardin	305	305	1525
Carver: from Rardin to South Lake	251	251	1255
Buddy White: from West 4 <sup>th</sup> to Rardin	294	294	1470
Buddy White: from Rardin to South Lake	246	246	1230
Booker: from Amaryllis to Rardin	297	297	1485
Booker: from Rardin to South Lake	240	240	1485

Florida Department of Transportation (FDOT) 2018 Standard Specifications shall be used related to sidewalk removal and replacement.

<Http://www.fdot.gov/programmanagement/Implemented/SpecBooks/January2018/JANUARY2018BK.shtm>

The following Sections are called out:

- Section 110: Clearing and Grubbing – covers the excavation for the sidewalk areas, including removal of stumps, roots, etc.
- Section 522: Concrete Sidewalks and Driveways – anything related to sidewalks are covered.
- Section 921 – 925: Materials for Portland cement concrete.

### **TECHNICAL SPECIFICATIONS**

#### General Scope of Work

- Contractor shall furnish all materials, labor, supervision, and transportation, permits, licenses, equipment and any incidentals necessary to perform these services as stated herein.
- The work includes removal of grass, stumps and other materials to prepare the ground for sidewalks installation. All form work and site preparation shall be conducted with minimum impact and/or damage to the adjacent properties.
- Remove and dispose of existing trees as indicated by the City. All trees to remain shall be preserved.
- New four and/or six inches thick sidewalks shall be constructed in accordance with Section 522 of the FDOT – SSR&BC, latest edition and other requirements as required.

- Any disturbed swale areas, private property (including driveways and aprons) or other public property shall be re-sodded and graded properly at the Contractor's expense.
- Ideally all sidewalk and tree removals will be completed first. Followed by preparation for installation at all locations. Followed by concrete pours at all locations. Followed by restoration at all locations.

#### Material Removal/Additional Soil

- Excess material, including demolished material, roots from trees, excess earth and excess building materials are property of the Contractor and shall be removed from the site daily and legally disposed of.
- All material excavated or brought to the project for use/reuse shall be piled within the Public Right-of-Way in a location previously approved by the City.
- The Contractor shall leave all locations in an acceptable manner once concrete has been poured. Contractor shall coordinate work to ensure that all sites are clean.
- The Contractor shall replace any sod, concrete and/asphalt removed, damaged or displaced during demolition or performance of the work at the Contractor's expense.

#### Quality Assurance

- Concrete shall not be poured, placed or installed until such time of an inspection of forms has taken place by the City's authorized personnel. Inspection shall be made to verify appropriate compaction of sub base and to check forms for line and grade.
- The City will inspect the installation. If any concrete is found to be installed improperly, the Contractor will be required to remove and replace promptly. Upon notifications from the Contractor, the City will perform a re-inspection. Should additional concrete be found to be unsatisfactorily installed, and additional inspections are required, those re-inspections will be at the Contractor's expense, at the discretion of the City.

#### Concrete

- Forms: Steel, wood, or other suitable material of size and strength to resist movement during concrete placement. Conforms to ACI 301.
- Joints: Must be scribed to help prevent cracking per FDOT design standards.
- Concrete Mix Design: Mix concrete shall be provided from an FDOT approved supplier. Mix Design certification will be required before the onset to any work.

#### Execution

- Inspections of all surfaces must be completed to ensure conditions will not adversely affect the quality of the installation. Do NOT proceed with the installation until adverse condition have been corrected.
- Compact sub base surface immediately before putting concrete in place.
- Clearing and grubbing, removal and disposal of existing grass, dirt, roots, etc.
- Replace organic material with clean fill and installed up to 6" lifts and compact to minimum of 95% compaction. Contractor must submit type of clean fill for City's approval prior to construction.
- The City maintains the right to request compaction testing at all locations as the City deems necessary. Should compaction tests be found to be inadequate, unsatisfactory, and the City determines there is a need to do additional testing, the compaction tests will be at the Contractor's cost, as determined by the City.
- Concrete Finishing:
  - \*Smooth surface by screeding and floating. Producing a uniformed texture.
  - \*Work edges of slab to a ½' radius. Eliminate tool marks on concrete surface.
  - \*Broom finish after excess moisture has disappeared.
  - \*Unacceptable results are: Concrete finishes with graffiti or indentations. If this occurs Contractor will incur the cost to replace.

#### Installation

- Comply with requirements Section 522 of the FDOT - SSR&BC, latest edition and other requirements as required.
- All sidewalks shall be a minimum of four (4") inches thick except across driveways, driveway approaches, and first five (5") feet of ramps closest to paved roadways where they shall be a minimum of six (6") thick.
- Place concrete using methods which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from join assemblies, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocation of re-enforcing, dowel, and joint devices.
- Deposit and spread concrete in a continuous operation between transverse joints, as far as possible.
- Avoid premature cracking by installing expansions joint where and when required by the City per FDOT specifications.

- Install Bio-barrier at existing trees that remain. Length of bio-barrier shall be ten (10') long centered on the tree by twelve (12') deep at one inch - two inch (1" - 2") below the top of the sidewalk.
- All sidewalks that the City has determined to be replaced due to deterioration, cracking, uplifting, improper sloping, misalignments, grade, etc. will be removed and replace as required by specifications.
- Removal of existing sidewalk shall be performed by saw cutting the section of unacceptable sidewalk (as determined by the City) at the nearest acceptable five (5') flag. New sidewalk shall be poured in its place as established by specifications.
- All areas where existing sidewalk is to be replaced must be prepared and graded to match adjacent sidewalk flags.
- All replacement sidewalk sections shall be installed to match the existing sidewalk elevation.
- Contractor shall restore all sites to the pre-existing condition or better, adding sod at Contractor's expense if existing is damaged. If existing site, prior to sidewalk replacement/installation, does not have sod, clean fill (soil) must be added to avoid gaps next to sidewalk.

#### Tree Removal & Preservation

##### Removal

- **ONLY** the trees and/or shrubs that are deemed by the City to interfere with the intent of the contract shall be removed or root pruned as needed. All cost associated with vegetation removal and/or root pruning, trimming, clearing and grubbing, grinding of stumps and roots shall be included with the bid.
- The Contractor shall be required to review the site prior to performance of work and ensure no conflicts exist. Any tree in conflict with the expected location of new sidewalks shall be reported to the City for review.
- Remove trees and grind stumps and all surface roots to a minimum of 12 inches below grade.
- Restore the location where tree removals take place with soil and sod at grade.

##### Preservation

The following actions and precautions shall be done to protect any trees that will remain in all of the construction areas during construction. These trees shall be those located near new sidewalk installation.

- Root Pruning
  - All existing trees shall be root pruned along the sidewalk prior to sidewalk removal, excavation and installation.
  - The root cutting shall be clean with no tears with a root pruning machine.

- The cut shall extend from the tree out 4 feet minimum in both directions, or as the field may permit to ensure the protection of the tree.
- The cut shall be 12 inches below grade.
- The cut shall be no wider than 3 inches.

#### Sod Installation

- Sod should match existing and shall be weed and insect free.
- Those areas disturbed as a consequence of sidewalk installation and those areas disturbed as a consequence of Contractor mobilization and stock piling shall be restored promptly at Contractor's expense.
- The Contractor shall not utilize methods or mobilization execution of work that impacts private/public areas excessively and/or in a manner that is unacceptable to the City. Contractor shall ensure that all private and/or public areas impacted by the mobilization, stock piling, or lack of coordination as interpreted by the City are restored at no cost to the City.
- Only damaged areas of grass in swales and on private property shall be replaced. Where sidewalks are required to be elevated above existing grade, swales shall be graded to a 12 or 1 fill slope with sod.
- Sodded areas shall have any compaction relieved, graded, clearing, grubbing, raked smooth and rocks or debris removed.
- Areas along street and sidewalk shall be two (2) inches below the surface so the installed sod will be level with the surface.
- Sod will be laid tightly together, and cut to a uniform edge along hard surfaces and around trees or palms. The sod around trees or palms shall be laid encircling to within eighteen (18) inches.
- Sod shall be watered within one hour of installation and shall be maintained moist.

#### Irrigation

- Contractor is responsible for identifying any irrigation piping that residents may have either in the swale or along the existing sidewalk. Any irrigation piping, sprinklers or wiring must be replaced and relocated when lines are encroaching into the ROW where new sidewalks are to be installed, to the resident's satisfaction.
- Contractor shall identify and document all locations and notify the City's authorized personnel of any existing irrigation systems. Documents will be used by the City's authorize personnel for inspection to verify satisfactory repairs or replacements.

- Any piping that is removed shall be replaced with same diameter PVC. Schedule 40 PVC fittings shall be used.

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EXHIBIT "A"

ITB No. 2020-06  
**BID PROPOSAL FORM**

Bid of \_\_\_\_\_ to furnish all materials, equipment and labor and to perform all work in accordance with the Bid Documents for: **Replacement and Installation of Sidewalks in the City of Pahokee:**

**TOTAL AMOUNT OF BID:** \$ \_\_\_\_\_

**Written Out:** \_\_\_\_\_ **Dollars**  
**and** \_\_\_\_\_ **Cents**

Bids shall include all sales taxes and other applicable fees. The undersigned Bidder has carefully examined the Bid Documents and the site of the proposed work. The undersigned is familiar with the nature and extent of the work and any conditions that may in any manner affect the work to be done. The undersigned agrees to do all the work and furnish all materials call for by the Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the City of Pahokee, for the total price designed in the spaces provided above.

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

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Title:

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

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

\_\_\_\_\_  
Phone Number:

\_\_\_\_\_  
Email Address:

**\*\* ATTACHED PROPOSED PROJECT SCHEDULE TO BID PROPOSAL FORM**

**\*\* ATTACHED COST BREAKDOWN FOR EACH LOCATION WITH AND WITHOUT TREE REMOVAL**

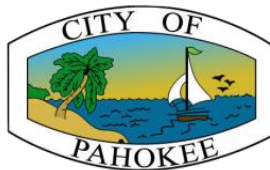


EXHIBIT "B"  
ITB No. 2020-06  
**COST BREAKDOWN**

Street/Sidewalk Location	Linear Ft	Sidewalk Bid w/Tree Remaining	Sidewalk Bid w/Tree Removal
Daniels: from Amaryllis to Rardin	291		
Daniels: from Rardin to South Lake	240		
Carver: from Amaryllis to Rardin	305		
Carver: from Rardin to South Lake	251		
Buddy White: from West 4 <sup>th</sup> to Rardin	294		
Buddy White: from Rardin to South Lake	246		
Booker: from Amaryllis to Rardin	297		
Booker: from Rardin to South Lake	240		

**TOTAL** \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_



EXHIBIT "C"

ITB No. 2020-06

**REGISTRATION FORM**

Bidders should complete and return this form to the City Clerk's Office prior to 3:00pm EST, Thursday, 10<sup>th</sup> December 2020 in order to receive any addenda(s) issued for this Invitation to Bid.

It is the responsibility of the Bidder to ensure its receipt of all addenda items.

Name of Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Preferred Method of Receipt Acknowledgement:    Email ☐    or    Fax ☐



EXHIBIT "D"

ITB No. 2020-06

**RESPONDENT INFORMATION PAGE**

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

Authorized Signer(s): \_\_\_\_\_  
Printed Name Signature(s)

Title: \_\_\_\_\_

Authorized Signer(s): \_\_\_\_\_  
Printed Name Signature(s)

Title: \_\_\_\_\_

Company's Physical Address: \_\_\_\_\_

Company's City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company's Telephone: \_\_\_\_\_ Company's Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website (if applicable): \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_  
This is a requirement for every Bidder/Respondent.



EXHIBIT "E"

ITB No. 2020-06

**CONFIRMATION OF A DRUG-FREE WORKPLACE**

In accordance with Section 287.087, Florida Statutes, whenever two or more Responses are equal with respect to price, quality, and service which are received by any political subdivisions for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 proposal 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 proposal, 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, violation occurring in the workplace no later than 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 this statement on behalf of \_\_\_\_\_,

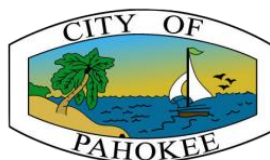
I certify that \_\_\_\_\_ complies fully with the above requirements.

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title:



**EXHIBIT "F"**

ITB No. 2020-06

### **REFERENCES**

List below or on an attached sheet similar past projects. Please provide the name, address and telephone numbers of organization, governmental or private, for whom you now are, or have within the past five (5) years provided similar services. (THIS FORM MAY BE COPIED).

#### **REFERENCE #1**

Name of Client: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Description of Services: \_\_\_\_\_

\_\_\_\_\_

Completed on Time: Yes \_\_\_\_ No \_\_\_\_ (if no) Explanation: \_\_\_\_\_

\_\_\_\_\_

Completed within Budget Dollars: Yes \_\_\_\_ No \_\_\_\_ (if no) Explanation: \_\_\_\_\_

\_\_\_\_\_

**REFERENCE #2**

Name of Client: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Description of Services: \_\_\_\_\_

\_\_\_\_\_

(References – Page 1 of 2)

Completed on Time: Yes \_\_\_\_ No \_\_\_\_ (if no) Explanation: \_\_\_\_\_

\_\_\_\_\_

Completed within Budget Dollars: Yes \_\_\_\_ No \_\_\_\_ (if no) Explanation: \_\_\_\_\_

\_\_\_\_\_

**REFERENCE #3**

Name of Client: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Description of Services: \_\_\_\_\_

\_\_\_\_\_

Completed on Time: Yes \_\_\_\_ No \_\_\_\_ (if no) Explanation: \_\_\_\_\_

\_\_\_\_\_

Completed within Budget Dollars: Yes \_\_\_\_ No \_\_\_\_ (if no) Explanation: \_\_\_\_\_

\_\_\_\_\_

(References – Page 1 of 2)

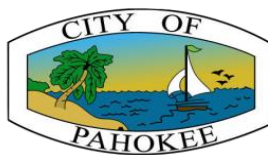


EXHIBIT "G"

ITB No. 2020-06

**CAMPAIGN CONTRIBUTION STATEMENT**

**Completed By Vendor:** Check which statement applies, fill in the requested information, if applicable and sign below.

[ ] Neither the undersigned business nor any of its owners or officers contributed more than \$100,000 to the campaign of a sitting City Commission member. [If you checked this statement, you are done and may sign below in the designated area].

[ ] The undersigned business or one or more of its owners or officers contributed more than \$100,000 to the campaign of a sitting City Commission member. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked that statement, please complete the information requested below and sign in the designated area].

1. \_\_\_\_\_ contributed a total of \$ \_\_\_\_\_  
to the campaign of City Commission member \_\_\_\_\_.

2. \_\_\_\_\_ contributed a total of \$ \_\_\_\_\_  
to the campaign of City Commission member \_\_\_\_\_.

3. \_\_\_\_\_ contributed a total of \$ \_\_\_\_\_  
to the campaign of City Commission member \_\_\_\_\_.

4. \_\_\_\_\_ contributed a total of \$ \_\_\_\_\_  
to the campaign of City Commission member \_\_\_\_\_.

5. \_\_\_\_\_ contributed a total of \$ \_\_\_\_\_  
to the campaign of City Commission member \_\_\_\_\_.

I certify the above statements are true and correct to the best of my knowledge and I understand that false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Pahokee.

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

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

Title: \_\_\_\_\_

Name of Business/Company: \_\_\_\_\_

(Campaign Contribution Statement – Page 1 of 2)

**Completed By Commissioner/Mayor:** Check which statement applies, fill in the requested information, if applicable, and sign below in the designated area.

[ ] Neither the above referenced business nor any of its owners or officers contributed more than \$100,000 to my campaign. [If you checked this statement, you are done and may sign below in the designated area].

[ ] The above referenced business or one or more of its owners or officers contributed more than \$100,000 to my campaign. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked that statement, please complete the information requested below and sign in the designated area].

\_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to my campaign.

\_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to my campaign.

\_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to my campaign.

\_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to my campaign.

I certify the above statements are true and correct to the best of my knowledge and I understand that false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Pahokee.

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

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

Title: \_\_\_\_\_

Name of Business/Company: \_\_\_\_\_

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**FOR CITY CLERK'S USE ONLY.**

**THIS SECTION SHALL BE COMPLETED ONLY IF THERE IS A CAMPAIGN CONTRIBUTION LISTED ABOVE BY THE VENDOR OR COMMISSION MEMBER.**

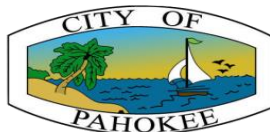
Applicable campaign contributions were disclosed in writing above, and prior to the award of the contract, the following statements were verbally made at the City Commission Meeting on the \_\_\_\_ day of \_\_\_\_\_, 2020.

Check all that apply.

\_\_\_\_\_ Commissioner/Mayor \_\_\_\_\_ verbally disclosed the campaign contribution(s) set forth above.

\_\_\_\_\_ Vendor, \_\_\_\_\_ verbally disclosed the campaign contribution(s) set forth above.

(Campaign Contribution Statement – Page 2 of 2)



## EXHIBIT "H"

ITB No. 2020-06

### NARRATIVE QUESTIONNAIRE

All responses should conform to the following structure, order and must incorporate information where appropriate.

The following forms and narratives must be completed and submitted. **Failure to respond** to any questions may result in disqualification of the Responses as non-responsive and not be considered by the Selection Committee.

1. Has your contractor's license been revoked at any time in the last five (5) years?

Yes \_\_\_\_\_ No \_\_\_\_\_

2. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was in default within the last five (5) years.

Yes \_\_\_\_\_ No \_\_\_\_\_

3. At any time during the last five (5) years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project or bidding of performance of a government contract?

Yes \_\_\_\_\_ No \_\_\_\_\_

4. List all Florida construction license numbers, classifications and expiration dated of the Florida contractor license held by your firm:

\_\_\_\_\_  
\_\_\_\_\_

5. If any of the firm's license(s) are held in the name of a corporation or partnership, list the names of the qualifying individual(s) listed on the Department of Business and Professional Regulations (DPBR) Construction Industry Licensing Board (CILB) records who meet the experience and examination requirements for each license

6. Has your firm changed names or license number in the past five (5) years?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "yes" explain on a separate signed page, including the reason.

7. Has any owner, partner or officer of your firm operated a construction firm under any other name in the last five (5) years?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "yes" explain on a separate signed page, including the reason.

(Narrative Questionnaire – Page 1 of 2)

8. Has any CILB held by your firm and/or employee been suspended within the last five (5) years?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "yes" explain on a separate signed page, including the reason.

9. At any time in the last five (5) years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "yes", explain on a separate signed page, identifying all such projects by owner, owner's address and date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

10. In the last five (5) years has your firm or any firm with which any of your company's owners,

officer's or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on or completing, any government agency or public works projects for any reason? **Note: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position?**

Yes \_\_\_\_\_ No \_\_\_\_\_

If "yes", explain on a separate signed page. State whether the firm involved was the firm applying for qualification in this ITB or ANOTHER FIRM. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project and the basis for the action.

11. In the past five (5) years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "yes", on a separate signed page, identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or if resolved, a brief description of the resolution).

12. In the last five (5) years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "yes" explain on a separate signed page. Name of insurance carrier, the form of insurance and the year of refusal.

13. Does your firm have the ability to conduct business with three (3) City projects and three (3) projects outside the City contract on a concurrent basis?

Yes \_\_\_\_\_ No \_\_\_\_\_

(Narrative Questionnaire - page 2 of 2)

**CITY OF PAHOKEE  
CONTRACT AGREEMENT  
Contract for Replacement & Installation of New Sidewalks**

PROJECT: CITY OF PAHOKEE REPLACEMENT & INSTALLATION OF NEW SIDEWALKS

OWNER: CITY OF PAHOKEE

CONTRACTOR: \_\_\_\_\_

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the CITY OF PAHOKEE (OWNER) and \_\_\_\_\_ (CONTRACTOR) to perform the Work identified in Article \_\_\_\_\_ in accordance with the Project's Contract Documents.

## **Article 1**

**CONTRACT PAYMENT.** The OWNER agrees to pay CONTRACTOR for satisfactory performance of CONTRACTOR's Work the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

### **PAYMENT SCHEUDLE**

Submit for approval by the OWNER, a printed updated Schedule of Values on the AIA form G703-Application and Certificate for Payment Continuation Sheet. Partial payments may be made after satisfactory completion of each item on the approved Schedule of Values or as a percentage determined by the Project Manager and approved by the OWNER's City Manager and City Commission.

### **PROMPT PAYMENT CLAUSE**

Progress payments shall be made to CONTRACTOR for Work satisfactorily performed no later than thirty(30) days after receipt of payment request and Release of Lien from CONTRACTOR. The down payment shall be credited against progress payments pro rata. Final payment of the balance due shall be made to CONTRACTOR not later than thirty(30) days after receipt by OWNER of final payment request and final Release of Lien for CONTRACTOR's Work and OWNER's acceptance of the Work. These payments are subject to receipt of such lien waivers, affidavits, warranties, and guarantees required by the Contract Documents of Contractor.

Invoices returned to a CONTRACTOR due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the OWNER. A vendor Ombudsman, whose duties include acting as an advocate for contractors who may be experiencing problems in obtaining timely payments from the OWNER, may contact the State of Florida Comptroller's Hotline: 1.800.848.3792.

## **Article 2**

### **SCOPE OF WORK.**

- (a) CONTRACTOR shall furnish necessary labor, materials, services, tools, equipment and other things necessary to fully perform and complete the Work in cooperation with the other trades in a good and workmanlike manner to the satisfaction and acceptance of OWNER and perform all the Work as set forth herein (hereinafter referred to as the "Work").
- (b) No claim shall be made due to minor variations in the actual conditions of the premises from what is shown on the plans. CONTRACTOR shall examine the premises, note and ascertain the existing conditions at the site and the nature and location of the Work. All Work affected or governed thereby or required for the thorough and satisfactory execution and completion

of his Work, whether indicated or specified or not, and regardless of quantity estimated, shall constitute part of this Contract and shall be performed without extra charge.

- (c) CONTRACTOR agrees to commence CONTRACTOR's Work herein described upon notification by OWNER, and to perform and complete such Work in accordance with Contract Documents and under the general direction of OWNER in accordance with CONTRACTOR'S schedule. This shall include all work necessary or incidental to complete the: See Exhibit "A" - Specification of Work

### **Article 3**

#### **SCHEDULE OF WORK.**

- (a) CONTRACTOR hereby acknowledges that time is of the essence with respect to the OWNER's completing the Project and that such completion is substantially dependent upon CONTRACTOR's performance of this Contract on or before the dates set forth in the Progress Schedule. Time, therefore, is of the essence in this Contract.
- (b) CONTRACTOR shall turn the Work over to OWNER in good condition and free and clear of all claims or liens arising from the performance of the Contract, and shall, at his expense, defend all suits and pay all claims arising from his performance of this Contract.
- (c) CONTRACTOR covenants and agrees that he shall not employ any labor which will interfere with labor harmony at the job site or with the introduction and storage of materials and execution of Work by other contractors. If CONTRACTOR breaches this covenant and such breach shall cause a stoppage of Work at the job site, CONTRACTOR shall be liable for all damages suffered by OWNER caused by such delay in completing the job.
- (d) CONTRACTOR shall, prior to submission of his first requisition for payment, supply to OWNER the name, address and telephone number of every supplier or subcontractor furnishing materials and/or labor to CONTRACTOR for the Work covered herein and a cost breakdown of this Contract.
- (e) CONTRACTOR shall comply with all laws, ordinances and regulations relating to the manner of doing the work or to the supplying of the material at the job site, and shall provide safe working conditions for his employees, other employees and the public.
- (f) If any part of CONTRACTOR's work depends for proper execution or results upon the work of any other contractor, CONTRACTOR shall inspect and promptly report to OWNER any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of CONTRACTOR'S work.

- (g) Time is of the essence. CONTRACTOR shall provide OWNER with any requested scheduling information of CONTRACTOR's Work. The Schedule of Work, including that of this Contract shall be prepared by OWNER and may be revised as the Work progresses. CONTRACTOR recognizes that changes may be made in the Schedule of Work and agrees to comply with such changes without additional compensation. CONTRACTOR shall coordinate its work with all other contractors, subcontractors, and suppliers on the Project so as not to delay or damage their performance, work, or the Project.

#### **Article 4**

##### **CHANGES.**

- (a) OWNER may authorize changes to or deductions from the Work, said authorization to be effective and binding only when written (hereinafter referred to as "extra work").
- (b) Whenever extra work is requested by OWNER and the scope and nature of same is reasonably susceptible to lump sum quotation, CONTRACTOR shall provide such quotation within five (5) days of a request for same.
- (c) Any claim for compensation for extra work, whether lump sum or otherwise, must be presented to OWNER within five (5) days of authorization of the extra work. Claims for extra work received thereafter will not be considered. Proper claims for extra work shall be paid in accordance with this Contract Agreement.
- (d) Duly authorized extra work is hereinafter deemed included in the "Work". No dispute as to adjustments in the Contract Amount for extra work shall excuse CONTRACTOR from proceeding with the Work.
- (e) OWNER, without nullifying the Agreement, may direct CONTRACTOR to make changes to CONTRACTOR'S Work. Adjustment, if any, in the contract price or contract time resulting from such changes shall be set forth in a CONTRACTOR'S Change Order pursuant to the Contract Documents.

#### **Article 5**

##### **FAILURE OF PERFORMANCE.**

- (a) Should CONTRACTOR at any time fail to prosecute and complete the Work in accordance with the Progress Schedule or as herein provided or fail to diligently and continuously perform his Work, or if in the opinion of OWNER the Work of CONTRACTOR cannot be completed in the time period set forth, or if OWNER is notified of CONTRACTOR'S failure to pay for any material or labor used on the Project, or in the event of a strike or stoppage or Work resulting from a dispute involving or affecting the labor employed by CONTRACTOR, or if CONTRACTOR fails to perform any of the requirements herein, then such event shall be deemed a default and

OWNER shall notify CONTRACTOR to correct such default and shall specify in such notice the action to be taken and a reasonable date by which the default shall be corrected.

- (b) If a default occurs and is not corrected on or before the date specified in the notice to CONTRACTOR, OWNER shall be entitled to exercise either or both of the following remedies as well as any other remedies available, including but not limited to binding and consolidated arbitration and litigation in a court of law.
- (1) OWNER may immediately take any action necessary to correct such default, including specifically the right to provide labor, overtime labor and materials and may deduct the cost of correcting such default from payment due, or that may become due to CONTRACTOR.
- (2) OWNER may terminate this Contract and the employment of CONTRACTOR, take possession of CONTRACTOR'S materials, tools and equipment used in performing such Work, and employ another contractor or use the employees of OWNER to finish the remaining Work to be performed hereunder. OWNER may deduct the costs of completing the remaining work from the unpaid contract price, and if the cost of completing the remaining Work exceeds the unpaid Contract amount, CONTRACTOR shall pay to OWNER such excess costs, including but not limited to overhead and attorney's fees.
- (c) OWNER, in any such event may also refrain from making any further payments under this Contract to CONTRACTOR until the entire project shall be fully finished and accepted by OWNER, at which time, if the unpaid balance of the amount to be paid under this Contract shall exceed the expense incurred by OWNER to CONTRACTOR, but if such expenses and damages shall exceed such unpaid balance, CONTRACTOR shall promptly pay the difference to OWNER. If OWNER does not terminate the right of CONTRACTOR to proceed, CONTRACTOR shall continue with the balance of the Work. If OWNER is damaged by reason of any breach by CONTRACTOR of this Contract, the CONTRACTOR shall, subject to any defenses and offsets to which CONTRACTOR may be entitled under this Contract, pay OWNER such damages.

## **Article 6**

### **INSURANCE. CONTRACTOR SHALL FURNISH INSURANCE CERTIFICATES LISTING CITY OF PAHOKEE AS CERTIFICATE HOLDER AND ADDITIONAL INSURED.**

Prior to commencing work, CONTRACTOR shall procure and maintain in force at CONTRACTORS expense until the completion and final acceptance of the Work, the following insurance from companies satisfactory to OWNER in the indicated amounts. Workers' Compensation Insurance and Employees Liability Insurance, Comprehensive General Liability Insurance (\$1,000,000.00 combined single limit) including premises-operation, independent contractors, products completed, operations hazard with contractual coverage and Comprehensive Automobile Liability Insurance (\$1,000,000.00 combined single limit and \$1,000,000.00 umbrella policy) and shall furnish to OWNER duplicate of original copies of insurance certificates evidencing

compliance with the foregoing insurance requirements, naming OWNER as additional insured. All policies shall provide for ten (10) day cancellation or change notice to OWNER in the event of any change in or cancellation of said policies. The indemnification obligations under Section 5a shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR under Workers' Compensation Acts, Disability Benefit Acts or Other Employee Benefits Acts.

## **Article 7**

### **INDEMNIFICATION.**

In consideration of the sum of One Dollar (\$1.00) paid by OWNER to CONTRACTOR, receipt of which is acknowledged for the Indemnification herein, CONTRACTOR shall indemnify and hold harmless OWNER from all damages, losses, or expenses, including attorney(s) fees, whether at trial or on appeal, and all litigation costs, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damages to tangible property, other than the Work itself. This indemnification shall extend to claims resulting from performance of this Contract and shall apply only to the extent that the claim or loss is caused in whole or in part by any negligent act or omission of CONTRACTOR or any of its agents, employees, or subcontractors. This indemnity shall be effective regardless of whether the claim or loss is caused in some part by the party to be indemnified. CONTRACTOR agrees to hold CITY OF PAHOKEE harmless in the event of damages or injuries due to any negligence of their part, and that they will pay all legal and defense costs associated with any damage or injury claims.

## **Article 8**

### **WARRANTY.**

CONTRACTOR warrants its work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy same without cost to OWNER for a period of one (1) year from the date of Substantial Completion of the Project.

## **Article 9**

### **SPECIAL PROVISIONS.**

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In witness whereof, the parties have executed this Agreement under Seal, the day and year first written above.

\_\_\_\_\_  
CONTRACTOR

CITY OF PAHOKEE  
"OWNER"

X \_\_\_\_\_  
BY:  
CONTRACTORS Federal  
Tax ID Number: \_\_\_\_\_

By: \_\_\_\_\_  
Keith W. Babb, Jr., Mayor

ATTESTED:

By: \_\_\_\_\_

Nohemi Polanco, Interim City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Burnadette Norris- Weeks, City Attorney

## EXHIBIT "A"

### Specification of Work

Street/Sidewalk Location	Linear Ft	Total Sidewalk Ft	Sidewalk Area Sq. Ft
Daniels: from Amaryllis to Rardin	291	291	1455
Daniels: from Rardin to South Lake	240	240	1200
Carver: from Amaryllis to Rardin	305	305	1525
Carver: from Rardin to South Lake	251	251	1255
Buddy White: from West 4 <sup>th</sup> to Rardin	294	294	1470
Buddy White: from Rardin to South Lake	246	246	1230
Booker: from Amaryllis to Rardin	297	297	1485
Booker: from Rardin to South Lake	240	240	1485

Florida Department of Transportation (FDOT) 2018 Standard Specifications shall be used related to sidewalk removal and replacement.

[Http://www.fdot.gov/programmanagement/Implemented/SpecBooks/January2018/JANUARY2018BK.shtm](http://www.fdot.gov/programmanagement/Implemented/SpecBooks/January2018/JANUARY2018BK.shtm)