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**Invitation to Bid (ITB) 2023-01**  
**Concrete Repair, Removal, & Construction Continuing Services Agreement**

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The City of Palatka is seeking bids for a qualified contractor to provide repair, removal, and construction services for concrete constructions at various locations throughout the City of Palatka. Services will include providing adequate materials, labor, and equipment to perform removal,

replacement, construction, and repair of concrete flatwork in various locations throughout the City of Palatka, as directed by the City Representative. The scope of work will include removal of existing flatwork, grading, forming, and pouring at minimum 3000psi (at 28 days) fiber reinforced concrete compliant with FDOT (*Florida Department of Transportation*) and ADA (*Americans with Disabilities Act*) standards.

**Important Bid Dates**

**Advertisement Date:** 3-10-2023  
**Due Date:** 4-10-2023 at 2:30 PM  
**Pre-bid Meeting:** N/A

The City reserves the right to enter into agreements with multiple respondents, waive any irregularities submitted, reject any and/or all submittals, re-advertise, and accept any submittals deemed to be in the best interest of the City. No fax or e-mail proposals will be accepted.

Respondents are required to submit one (1) original and one (1) digital copy on a thumb drive in a sealed envelope marked "**RESPONSE TO PALATKA ITB 2023-01**". All questions shall be emailed to the contact listed below and, all questions will be answered in writing. All materials submitted pursuant to this ITB shall become the property of the City of Palatka. The City of Palatka supports Equal Opportunity Employment, Fair Housing, Drug Free Workplace and Providing Handicapped Access.

Respondents are advised that from the date of release of this solicitation until award of the contract, **no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the City's contract manager and sole contact listed below:**

**Contact:** Del McMillen  
201 North Second Street  
Palatka, FL 32177  
[dmcmillen@palatka-fl.gov](mailto:dmcmillen@palatka-fl.gov)

The bid must be submitted in a sealed envelope or container stating on the outside the proposer's name, address, telephone number and ITB title-number and delivered to:

**City of Palatka  
Attn: City Clerk  
201 North Second St.  
Palatka, FL 32177**

Hand-carried and express mail proposals may be delivered to the above address ONLY between the hours of **8:30 a.m. and 5:00 p.m.**, local time, Monday through Friday, excluding holidays observed by the City.

**Bids will be opened and read aloud following the deadline for receipt.**

Respondents are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Any proposal received after the deadline will not be considered and will be returned unopened. The City reserves the right to reject any and all submittals received in response to this ITB as determined to be in the best interests of the City. The City may not award an agreement(s) solely on the basis of this ITB and will not pay for the information solicited or obtained. Any information obtained may be used to determine the suitability of the proposal.

Bids must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer, and proposer(s) must affix their company's corporate seal to the proposal. In the absence of a corporate seal, the Proposal must be notarized by a Notary Public.

Non-acceptance of any proposal will not imply any criticism of the proposal or convey any implication that the proposal was deficient. Non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City. All material submitted in response to the ITB becomes the property of the City and will be returned only at the option of the City.

Costs for developing proposals in response to this ITB are entirely the obligation of the respondent and shall not be chargeable in any manner to the City. Explanations desired by the submitter(s) regarding the meaning or interpretation of this ITB must be obtained from the contact person, in writing via email, as is further described below.

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process City officials or employees. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the time the submittals for invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, are received by the City of Palatka and the time City officials and employees award the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

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## SCOPE OF WORK

### 1) Intent & Contract Terms & Conditions:

It is the intent of this solicitation to secure a contracted source of removal, replacement, and repair services of concrete flatwork for the City of Palatka, Florida for a period of **three (3)** years with up to **two (2)** possible **one (1)** year options to renew this contract.

### 2) Multiple Award Clause:

The City of Palatka reserves the right to select up to three vendors, who meet the City's qualifications, to use on an as-needed basis throughout the contract period. Selection will be based on pricing and adjusted based on scheduling availability and reliability of the vendor to meet those deadlines to provide the services.

### 3) FEMA /Federal Funded Projects – General Conditions:

**PLEASE NOTE THAT THIS SOLICITATION MAY BE PARTIALLY OR FULLY FEDERAL GRANT-FUNDED DUE TO NATURAL DISASTERS OR FEDERALLY FUNDED PROJECTS. BIDDERS AGREE TO COMPLY FULLY WITH THE CLAUSES AS ENUMERATED BELOW, AND SHALL CONTINUE TO COMPLY WITH ANY REGULATORY OR LEGISLATIVE CHANGES, UPDATES OR MODIFICATIONS THAT OCCUR IN THE FUTURE RELATING TO THESE CLAUSES.**

#### i. Drug Free Workplace Requirements:

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

#### ii. Contractor Compliance:

The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.

#### iii. Conflict of Interest:

The contractor must disclose in writing any potential conflict of interest to the City of Palatka or pass-through entity in accordance with applicable Federal policy.

#### iv. Mandatory Disclosures:

The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

v. Utilization of Minority, Women's / Labor Surplus Firms Participation:

The City of Palatka, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women-owned businesses and labor surplus area firms as a part of any subsequent agreement whenever possible. The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, using the steps (1) through (5) here:

(1) Placing qualified small & minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small & minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as:

Small Business Administration  
Minority Development Agency of the US Dept. of Commerce  
Florida Department of Management Services (Office of Supplier Diversity)  
Florida Department of Transportation  
Minority Business Development Center in most large cities and  
Local Government M/DBE programs in many large counties and cities

Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal.

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vi. **Equal Employment Opportunity:**

As per Executive Order 11246, the contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

vii. **Davis-Bacon Act:**

If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City of Palatka will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

viii. **Copeland Anti-Kick Back Act:**

Contractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. 874 as supplemented by Department of Labor Regulations (29 CFR Part 3) which are

incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

ix. [Contract Work Hours and Safety Standards Act \(40 U.S.C. 3701–3708\)](#):

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

x. [Clean Air Act \(42 U.S.C. 7401–7671q.\) and the Federal Water Pollution Control Act \(33 U.S.C. 1251–1387\)](#):

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

xi. [Debarment and Suspension \(Executive Orders 12549 and 12689\)](#):

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance.

Any resulting contract of this ITB will be a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Bidder is required to verify that none of the Bidder(s), its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Bidder must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of Palatka. If it is later determined that the Bidder did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Palatka, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

xii. [Byrd Anti-Lobbying Amendment \(31 U.S.C. 1352\)](#):

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

xiii. [Rights to Inventions Made Under a Contract or Agreement](#):

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

xiv. [Procurement of Recovered Materials](#)

Contractors must comply with section 6002 of the Solid Waste Disposal Act. As amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xv. **Access to Records and Reports:**

Contractor will make available to the City of Palatka's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, the City of Palatka, Putnam County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the City of Palatka's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

xvi. **Record Retention:**

Contractor will retain all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.334.

xvii. **Federal Changes:**

Contractor shall comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

xviii. **Termination for Default (Breach or Cause):**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Palatka may terminate the contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

xix. **Safeguarding Personal Identifiable Information:**

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

xx. **Prohibition on utilization of Cost Plus a Percentage of Cost Contracts:**

The City of Palatka will not award contracts containing Federal funding on a cost plus percentage of cost basis.

xxi. **Prohibition on utilization of Time and Material type contracts:**

The City of Palatka will not award contracts based on a time and material basis if the contract contains Federal funding.

xxii. **Disputes:**

Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the City of Palatka. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Putnam County, Florida.

xxiii. **Attorney Fees and Costs:**

In any action, except mediation, brought regarding this agreement, the prevailing part, shall be awarded its reasonable attorneys' fees and costs, including any applicable fees and costs on appeal.

## General Description

xxiv. **Description of Work**

Work may include tasks generally described as clearing and grubbing, excavation, base, compaction, sand, grading, old sidewalk demolition, framing and pouring sidewalks, signing and pavement markings, ADA ramps, detectable warnings, erosion and sediment control, and other work associated with constructing concrete sidewalks.

xxv. **Debris removal**

Winning bidder will be responsible for the collection and disposal of old concrete or construction waste.

xxvi. **General requirements**

All work shall be completed by the successful bidder and include all necessary labor, materials and equipment needed to complete the work. The selected contractor shall complete all the work in conformance with City, County, State and Federal regulations.

xxvii. **Equipment Requirements**

All hauling equipment used on the project shall meet the requirements of the most recent edition of FDOT Standard Specifications.

xxviii. **Hours of Operation**

The normal hours of operation for the City of Palatka Public Works are 7:30 am to 3:30 pm, holidays excluded and shall be the schedule that governs the contract. Work outside of this schedule requires approval by the City Representative.

xxix. **Construction Scheduling**

All work must be performed as scheduled through the City Representative. Any work performed without the expressed permission of the City Representative may be removed at the cost of the contractor.

xxx. **Standards**

**FDOT Standards** – All construction shall be performed as specified in the FDOT Standard Specifications for similar circumstances unless specifically requested by the City Representative in writing.

**ADA Standards** – All construction requested on behalf of the City of Palatka shall comply with the most recent ADA Accessibility standards.

**Testing** - All materials and every detail of work will be subject to inspection by The City Representative. The City Representative shall be allowed access to all parts of the work.

xxxi. **Maintenance of Traffic**

The contractor shall provide all MOT required for the work requested unless specifically noted by the City Representative in writing. All Maintenance of Traffic shall comply with the most recent FDOT standards. A Maintenance of Traffic plan shall be submitted to and approved by the City of Palatka prior to the commencement of any work that requires Maintenance of Traffic.

xxxii. **Materials**

**Concrete mixtures** – Concrete mixtures shall be a minimum of 3000psi (at 28 days) fiber reinforced with no more than a 4"-5" slump.

**Fill Material** - Shall be clean and free of any organic material and able to be compacted to a level suitable

xxxiii. **Pre-inspection**

Each Contractor, before submitting an offer, shall become completely familiar with the required work and shall rely on their own investigation. The City Representative will be available to have the site proposed for paving proposed work area inspected. No consideration will be granted for any alleged misunderstanding of the material to be furnished, the work to be done, or for any defects in the final product that are the result of the absence of pre-inspection site.

xxxiv. **Post Inspection and Acceptance of Work**

Inspections of the finished work shall be performed by the City or City appointed

representative within ten (10) business days to determine the acceptability of the work for payment. If any items are identified by the City as a result of said inspection, the City will provide the Contractor with a "punch list" of items considered by the City to be substandard. The final payment of ten (10%) percent retainage (reference in payment section) shall not be paid until all corrective action needed to satisfy the "punch list" items has been completed to the satisfaction of the City. If within thirty (30) days of the date of completion, the Contractor has failed to remedy all punch list items to the satisfaction of the City, the City may, but shall not be obligated to cause all such remaining items to be remedied through the use of other contractors and deduct the cost thereof from the retainage. To the extent said retainage does not adequately cover the cost of the necessary remedies the City may recover said costs from the Contractor including without limitation all of the City's attorney fees and costs incurred in pursuit thereof.

xxxv. Right to Change or Additional Work

The City reserves the right to submit change orders in writing to the Contractor. The City reserves the right to change unit quantities, add or delete project areas without negotiating a new price. The City reserves the right to negotiate unit pricing for items not included in this quote package.

xxxvi. Work Quantity

The work will vary in quantity at each location. The minimum quantity at one location shall be one square yard. The city shall make a reasonable effort to coordinate the work with the contractor in such a manner to as make it efficient for the contractor both in terms of proximity of separate work locations and the quantity of sidewalk replacement required at each location.

xxxvii. Clean Up

At completion, each site shall be left in a neat and clean condition, subject to approval of The City Representative. Sidewalk areas excavated shall have the excavated materials disposed of properly and areas swept clean by the contractor at the end of each workday. No debris or material of any kind shall be left on site overnight at any time.

xxxviii. Insurance

The Contractor shall have and maintain liability insurance that is in force until the work is completed and accepted by the City. The Contractor shall furnish, to the City, a certificate of insurance included with the quote document.

xxxix. Warranties

The Contractor guarantees that the workmanship to be done under this contract and the materials to be furnished by the supplier for the use in the construction of the same will be from defects or flaws. This warranty shall be for a period of one year from the date of completion.

xl. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, and their agents, and employees against all claims, damages, losses, and expenses,

including but not limited to, attorneys' fees arising out of or resulting from the performance of the work regardless of standard of care. This indemnification extends to all costs and all attorneys' fees incurred by the City.

xli. **Acceptance Period of Offers**

The City shall have up to a maximum of 60 days from date of quote opening to accept an offer under this contract.

xlii. **Rejection of Offers**

The City reserves the right to reject any or all proposals whenever such rejection is in their best interest. The City reserves the right to reject the proposal of a Contractor who has previously failed to perform properly or to complete on time Contracts of a similar nature. The City also reserves the right to reject a proposal from a Contractor if an investigation shows that the contractor is not able to perform the Contract.

xliii. **Payment**

For projects totally over \$10,000.00, the City representative shall make payment of ninety (90%) percent of the quoted amount upon completion of the quoted work. The remaining ten (10%) percent of funds for the quoted work shall be held until the work is fully inspected and accepted fully after completion, inspection, and acceptance.

For all other projects, the City representative shall make payment of 100 (100%) percent of the quoted amount upon completion of inspection, and acceptance of the work.

xliv. **Safety**

All work must be conducted in strict accordance with the latest Regulations of OSHA.

xlvi. **Post Inspection and Acceptance of Work**

Inspections of the finished work shall be performed by the City or City appointed representative within ten (10) business days to determine the acceptability of the work for payment. If any items are identified by the City as a result of said inspection, the City will provide the Contractor with a "punch list" of items considered by the City to be substandard. The final payment of ten (10%) percent retainage (reference in payment section) shall not be paid until all corrective action needed to satisfy the "punch list" items has been completed to the satisfaction of the City. If within thirty (30) days of the date of completion, the Contractor has failed to remedy all punch list items to the satisfaction of the City, the City may, but shall not be obligated to cause all such remaining items to be remedied through the use of other contractors and deduct the cost thereof from the retainage. To the extent said retainage does not adequately cover the cost of the necessary remedies the City may recover said costs from the Contractor including without limitation all of the City's attorney fees and costs incurred in pursuit thereof.

xlvii. **Miscellaneous**

- Some of the work performed under this contract will require saw cutting of existing cement concrete sidewalk at existing score lines to a clean vertical edge to ensure a smooth complete sidewalk block replacement.
- The contractor shall take all necessary precautions to limit concrete dust.
- The contractor shall ensure that transitions from new work to existing are constructed in such a manner as to limit any vertical change in the surface to less than ¼ of an inch.
- The contractor shall ensure that new work is constructed in a manner that is at minimum compliant with the most recent version of the FDOT Standard Plans and ADA Standards for Accessible Design.
- Mechanical breaking by other means will be allowed in instances where there is a need. In either case the contractor shall insure that the abutting structures are not disturbed by the removal process.
- It shall be the responsibility of the contractor to secure designated laydown yards with construction fencing and gates when directed to by the City representative. Cost associated for this service should be included in the pricing for work necessitating the creation of a laydown yard.
- **CONTRACTOR SHALL REQUEST AND VERIFY ALL UTILITIES LOCATES WITHIN PROPOSED AREAS OF WORK PRIOR TO THE START OF CONSTRUCTION.**

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## Submission Requirements

To be considered bids must include the following information:

1.  Attachment: A - PROPOSER'S CERTIFICATION
2.  Attachment: B - CITY OF PALATKA, FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES
3.  Attachment: C - CITY OF PALATKA DRUG-FREE WORKPLACE POLICY
4.  Attachment: D – Contact Information and References
5.  Attachment: E – BID PRICING SHEET
  1.  Certificate of Insurance demonstrating general liability, auto, and worker compensation insurance.
  2.  Documentation of workman's compensation coverage.
  3.  No less than two independent references for similar work previously completed.

*This area left blank intentionally.*

Attachment "A"  
PROPOSER'S CERTIFICATION

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER  
AUTHORIZED TO ADMINISTER OATHS.**

The undersigned has read the City of Palatka's Invitation to Bid (ITB) \_\_\_\_\_, the other related documents identified in the ITB, and any Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

On behalf of our proposal team, we agree to and accept the terms, specific limitations and conditions expressed therein. I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of my team as its act and deed and that the team is ready, willing and able to perform.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission expires:

**Attachment "B"**  
**PROPOSER'S CERTIFICATION CITY OF PALATKA, FLORIDA SWORN  
STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY  
CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER  
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Proposal or Contract for \_\_\_\_\_  
\_\_\_\_\_.
2. This sworn statement is submitted by (entity) \_\_\_\_\_ whose business  
address is \_\_\_\_\_ and (if applicable) Federal  
Employer Identification Number (FEIN) is \_\_\_\_\_ ( If a Sole Proprietor and  
you have no FEIN, include the last four (4) digits of your Social Security Number:  
\_\_\_\_\_.)
3. My name is and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida  
Statutes, means a violation of any state or federal law by a person with respect to and  
directly related to the transaction of business with any public entity or with an agency or  
political subdivision of any other state or with the United States, including, but not limited  
to, any proposal or contract for goods or services to be provided to any public entity or any  
agency or political subdivision of any other state or of the United States and involving  
antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material  
misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida  
Statutes, means finding of guilt or a conviction of a public entity crime with or without an  
adjudication of guilt, in any federal or state trial court of records relating to charges brought  
by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or  
entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes,  
means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - ii. An entity under the control of any natural person who is active in the management of  
the entity and who has been convicted of a public entity crime. The term "affiliate"  
includes those officers, directors, executives, partners, shareholders, employees,  
members, and agents who are active in the management of an affiliate. The City of  
Palatka, Florida ownership by one of shares constituting a controlling income among  
persons when not for fair interest in another person, or a pooling of equipment or  
income among persons when not for fair market value under a length agreement, shall  
be a prima facie case that one person controls another person. A person who was  
knowingly convicted of a public entity crime, in Florida during the preceding 36 months  
shall be considered an affiliate.

- 7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission expires:

**Attachment "C"**  
**PROPOSER'S CERTIFICATION CITY OF PALATKA, FLORIDA SWORN  
STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY  
CRIMES**

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace, 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 violation 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 services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee understands the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction, require a fine or require satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is 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, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER(S): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME (TYPED OR PRINTED): \_\_\_\_\_ TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**Attachment "D"**  
**Contact Sheet and References**

**Contractor Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Contact Phone #:** \_\_\_\_\_

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

\_\_\_\_\_

Reference 1: (Name and Phone Number) \_\_\_\_\_

Reference 2: (Name and Phone Number) \_\_\_\_\_

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

Authorized Contractor's Representative Signature

Signature indicates the proposal has a full understanding of the work as described in this Request for Proposal and the intent to complete the work as directed by the City of Palatka.

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Attachment "E"  
BID PRICING SHEET & SPECIFICATIONS

ITB 2023-01 PRICE SHEET				
Item No.	Qty	Unit	Description	Unit Price
1	1	Square Yard (SY)	Concrete driveways 6" thick (3000 PSI @ 28 days) fiber reinforced	\$
2	1	SY	Concrete driveways 8" thick (3000 PSI @ 28 days) fiber & steel reinforced	\$
3	1	Linear Foot (LF)	Four-foot wide concrete sidewalks 4" thick (3000 PSI @ 28 days.) fiber reinforced	\$
4	1	LF	Five-foot wide concrete sidewalks 4" thick (3000 PSI @ 28 days) fiber reinforced	\$
5	1	LF	Six-foot wide concrete sidewalks 4" thick (3000 PSI @ 28 days) fiber reinforced	\$
6	1	LF	Eight-foot wide concrete sidewalks 4" thick (3000 PSI @ 28 days) fiber reinforced	\$
7	1	LF	Type "D" curb and gutter (3000 PSI @ 28 days) fiber reinforced	\$
8	1	LF	Type "E" curb and gutter (3000 PSI @ 28 days) fiber reinforced	\$
9	1	LF	Type "F" curb and gutter (3000 PSI @ 28 days) fiber reinforced	\$
10	1	LF	Rollback curb and gutter (3000 PSI @ 28 days) fiber reinforced	\$
11	1	LF	Ribbon Curb (3000 PSI @ 28 days) fiber reinforced	\$
12	1	LF	Drop curb (3000 PSI @ 28 days) fiber reinforced	\$
13	1	SY	Removal and disposal of existing concrete	\$
14	1	SY	Removal and disposal of existing asphalt	\$
15	1	SY	Removal and disposal of dirt spoils	\$
16	1	SY	Grading and grubbing	\$
17	1	HR	Foreman Labor	\$
18	1	HR	General Labor	\$
14	1	HR	General Foreman Labor	\$

15	1	HR	General Labor	\$
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**\*Provide any exceptions taken to the specifications in a letter format on company letterhead.**

**\*Re-check your quotations prior to submission. Bids may not be changed after being opened.**

**Specifications:**

**See Exhibit A – City of Palatka ESM Design Standards**

**NOTE 1:**

ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS ON THIS PAGE. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.

**NOTE 2:**

CONTRACTOR SHALL PROVIDE PROPER SIGNS AND TRAFFIC CONTROL MEASURES AS PER FDOT'S MANUAL ON TRAFFIC CONTROL AND SAFE PRACTICES FOR STREETS AND HIGHWAY CONSTRUCTIONS, MAINTENANCE AND UTILITY OPERATIONS, CURRENT EDITION. ALL CONSTRUCTION, METHODS OF MEASUREMENT, AND BASIS OF PAYMENT SHALL BE IN ACCORDANCE WITH DIVISION II AND III OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION, COPIES OF WHICH ARE AVAILABLE FROM THE FDOT.

**NOTE 3:**

IN ADDITION TO OTHER REQUIREMENTS, REFER TO LATEST EDITION OF FDOT STANDARD PLANS FOR ROAD CONSTRUCTION.

**NOTE 4:**

CONTRACTOR SHALL REQUEST AND VERIFY ALL UTILITIES LOCATES WITHIN PROPOSED AREAS OF WORK PRIOR TO THE START OF CONSTRUCTION.

*This area left blank intentionally.*

