

RESOLUTION NO 2024-033
CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ADOPTING THE EVALUATION AND TABULATION OF RESPONSES TO THAT CERTAIN INVITATION TO BID NUMBER 004-2024 FOR IMPROVEMENTS TO A SEGMENT OF SOUTHWEST GRANDVIEW STREET; ACCEPTING THE BID FROM FLORIDA FILL AND GRADING, INC., A FLORIDA CORPORATION AS THE LOWEST RESPONSIVE BID; APPROVING THE AGREEMENT WITH SAID VENDOR; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-178(d) of the Code of Ordinances of the City of Lake City (the, "City") requires the procurement of supplies and contractual services based on a competitive bid process; and

WHEREAS, in accordance with said provision of the City's Code of Ordinances, the City solicited bids pursuant to Invitation to Bid number 004-2024 (the "ITB") seeking a vendor to perform, among other things, milling and resurfacing services (the "Services") in furtherance of resurfacing a segment of Southwest Grandview Street (the "Project"); and

WHEREAS, the responses to the ITB were evaluated by the City through an evaluation and tabulation process; and

WHEREAS, said ITB evaluation and tabulation process determined Florida Fill and Grading, Inc., a Florida corporation (the "Vendor") was the bidder responding to the ITB with the lowest responsive bid in the amount not to exceed \$532,461.00; and

WHEREAS, the City desires to and does accept the Vendor's bid; and

WHEREAS, in furtherance of completing the Project, pursuant to the ITB the Vendor and the City desire to enter into that certain contract to complete the Project by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, completing the Project by engaging the Vendor's services pursuant to the Agreement is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Accepting the Vendor's bid pursuant to the evaluation and tabulation results arising from the ITB, and engaging the Vendor to provide the products and services in the Agreement to complete the Project

is in the public or community interest and for public welfare; and

2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement;
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of April, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

Stephen M. Witt, Mayor

ATTEST, BY THE CLERK OF THE CITY COMMISSION
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

CITY OF LAKE CITY
INVITATION TO BID (ITB) 004-2024
SW Grandview Street Resurfacing
ENGINEER'S PROJECT NUMBER L230404CLC

NOTICE TO CONTRACTORS

Notice is hereby given that sealed bids will be received entirely online. Bidders shall create a FREE account with OpenGov by signing up at <https://procurement.opengov.com/portal/lcfla> . Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic response.

Bids shall be submitted via the City's e-Procurement Portal, OpenGov, no later than Friday, February 2, 2024 at 2:00 pm. Late proposals shall not be accepted.

Bids must be submitted via the [City's e-Procurement Portal, OpenGov](#) and may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

Projects Direct Link: <https://procurement.opengov.com/portal/lcfla/projects/67446>

Any uncertainty regarding the time will be resolved against the Bidder. Bids will not be accepted via any alternative methods. Bid opening will be promptly at 2:15 PM online, anyone following the bid should be able to see the bid results at that time online.

The project involves the milling and resurfacing of SW Grandview Street from Faith Road to McFarlane Avenue. Items of work include but are not limited to milling, asphalt paving, grassing, signs, and pavement markings

The Bid Forms and Construction specifications may be obtained from the City of Lake City's website www.lcfla.com/procurement/page/bids . Deadline for questions regarding specifications and/or bid documents must be received in the OpenGov system before **4:00 PM** on **Friday, January 19, 2024**. All questions must be submitted via the City of Lake City's website.

The successful bidder will be required to furnish a 5% bid bond with bid submittal, and if selected, furnish the Procurement Department with a payment and performance bond and proof liability insurance prior to commencing work.

The City of Lake City reserves the right to reject any or all bids, to add to the contract or delete from the contract to stay within their funding capabilities and award the contract in the best interest of the City of Lake City.

**CITY OF LAKE CITY
INVITATION TO BID (ITB) 004-2024
SW Grandview Street Resurfacing
ENGINEER'S PROJECT NUMBER L230404CLC**

BID PROPOSAL

THE UNDERSIGNED hereby propose to furnish all materials, labor, and supervision for the construction of the subject project including conformance with the construction requirements and specifications for the following unit prices:

ALL ITEMS MAY BE INCREASED, DECREASED, OR OMITTED AS DIRECTED BY THE ENGINEER.

ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO BOTH THE REQUIREMENTS OF THE LATEST FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE LATEST FDOT DESIGN STANDARDS.

**ALL INCIDENTAL WORK INCLUDED IN THESE ITEMS
ALL UNIT PRICE AND TOTAL SPACES MUST BE FILLED IN TO CORRELATE WITH EACH ITEM**

PROJECT TOTAL 532,461.00

FIRM NAME Florida Fill & Grading, Inc.

ADDRESS 1110 SW sisters Welcome Rd.

CITY, STATE, ZIP Lake City, FL 32025

TELEPHONE 386-755-2298

FAX # 386-755-5522

E-MAIL ADDRESS charles@floridafill.com cc: jeanette@floridafill.com

Charles A. Boone, Jr.

Authorized Representative (PLEASE PRINT OR TYPE)

SIGNATURE Charles A. Boone

DATE 1/23/24

This form must be included with your bid proposal

**CITY OF LAKE CITY
INVITATION TO BID (ITB) 004-2024
SW Grandview Street Resurfacing
ENGINEER'S PROJECT NUMBER L230404CLC**

General Requirements

I. General.

The project involves the milling and resurfacing of SW Grandview Street from Faith Road to McFarlane Avenue. Items of work include but are not limited to milling, asphalt paving, grassing, signs, and pavement markings.

II. Contract Time

The contract time shall be 95 days from the date of contract execution. The contractor will be required to return executed contract to the City of Lake City Procurement Department within 14 days of City Council approval. Time can be extended by mutual agreement of both parties. Liquidated damages shall be \$300.00 per day. No work is allowed on Sundays, and/or City designated holidays.

Contractor shall provide a construction schedule with the bid package detailing time frames/lines showing how the project will be constructed. The schedule will be taken into consideration in the bid review process and bids submitted without the schedule could be reason for a bid to not receive full consideration.

III. Construction and Materials

All construction methods and materials shall conform to the requirements of the latest edition of the Florida Department of Transportation Design Standards and Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

IV. Maintenance of Traffic

Contractor shall provide Maintenance of Traffic and it shall conform to the requirements of the latest edition of the Florida Department of Transportation Design Standards.

Flagging will be required and only one traffic lane may be closed between the hours of 8:30 A.M. to 4:30 P.M. only.

All construction signage shall be provided by the contractor.

V. Compensation

Payment shall be made on a monthly basis on work completed with 10% retainage.

CITY OF LAKE CITY
INVITATION TO BID (ITB) 004-2024
SW Grandview Street Resurfacing
ENGINEER'S PROJECT NUMBER L230404CLC

General Instructions to Bidders

These instructions will bind bidders and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:
 - A. The ability, capacity and skill of bidder to perform required service.
 - B. Whether the bidder can perform service promptly or within specified time.
 - C. The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - D. The performance of previous contracts with The City of Lake City.
 - E. The suitability of equipment or material for City use.
 - F. The ability of bidder to provide future maintenance.
2. Payment Terms are net (30) unless otherwise specified. Favorable terms, discounts, may be offered and will be considered in determining low bids if they are deemed to be advantageous to the City.
3. All bids should be entered in the " Pricing Proposal" section online. All unit prices will be calculated in the OpenGov system to decrease the margin of error. Unit prices prevail.
4. All requested information shall be included in the envelope. All desired information must be included for your bid to receive full consideration.
5. If anything on the bid request is not clear, you should contact the engineering firm immediately.
6. Quote all prices F.O.B. our warehouse or as specified in bid documents.
7. No responsibility shall attach to any City representative or employee for the premature opening of bids not properly addressed or identified.
8. If only one (1) bid is received, the bid may be rejected and re-advertised or excepted if determined to be in the best interest of the City.
9. OpenGov will not allow any late Bids to be submitted. Please allow yourself sufficient time to upload your bid prior to the due date and time.
10. Telephone and facsimile bids will not be accepted.
11. Bid Bonds must be sent to City of Lake City, Attn: Procurement, 205 N. Marion Ave., Lake City, FL 32055. They must be received no later than the due date and time of the

CITY OF LAKE CITY
INVITATION TO BID (ITB) 004-2024
SW Grandview Street Resurfacing
ENGINEER'S PROJECT NUMBER L230404CLC

bid. The envelope must state the name and number of the bid on the front.

12. All bidders must be recognized dealers in the materials or equipment specified and is qualified to advise in their application or use. A bidder at any time requested must satisfy the Purchasing Office and the City Manager that he has the requisite organization, capital, plant, stock ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
13. Any alterations, erasures, additions, or admissions of required information or any changes to specifications or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, that is; a variation that affects price, quantity, and quality or delivery date (when delivery is required by a specific time).
14. When requested, samples will be furnished to the City free of expense, properly marked for identification and accompanied by a list where there is more than one (1) sample. The City reserves the right to mutilate or destroy any sample submitted whenever it may be to the best interest of the City to do so for the purpose of testing.
15. The City will reject any material, supplies or equipment that did not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
16. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
17. The ESTIMATED QUANTITY given in the specifications or advertisements is for the purpose of bidding only. The City may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.
18. Only the latest model equipment as evidenced by the manufacture's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.
19. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.

CITY OF LAKE CITY
INVITATION TO BID (ITB) 004-2024
SW Grandview Street Resurfacing
ENGINEER'S PROJECT NUMBER L230404CLC

20. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Procurement Department, its designee and /or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, upon being instructed by the Procurement Department or designee, shall remove, or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the City will in no way lessen the responsibility of the Contractor release him from his obligation to perform and deliver to the City sound and satisfactory materials, equipment, or supplies. The Contractor agrees to pay the costs of all tests upon defective material, equipment, or supplies or allow the costs to be deducted from any monies due him from the City.
21. Unless otherwise specified by the Procurement Department all materials, supplies, or equipment quoted herein must be delivered within thirty (30) days from the day of notification or exceptions noted on bid sheets.
22. A contract will not be awarded to any corporation, firm, or individual who is, from any cause, in arrears to the City or who has failed in former contracts with the City to perform work satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.
23. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.
24. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract.
25. Unless otherwise specified the City reserves the right to award each items separately or on a lump sum basis whichever is in the best interest of the City.
26. The City reserves the right to reject any and/or all quotations, to waive any minor discrepancies in the bids for all bidders equally, quotations, or specifications, when deemed to be in the best interest of the City and also to purchase any part, all or none of the materials, supplies, or equipment specified.
27. Failure of the bidder to sign the bid or have the signature of an authorized representative or agent on the bid proposal in the space provided will be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures will not be acceptable.
28. Any bidder may withdraw his bid at any time before the time set for the opening of the bids. No bid may be withdrawn in the sixty (60) day period after bids are opened.

CITY OF LAKE CITY
INVITATION TO BID (ITB) 004-2024
SW Grandview Street Resurfacing
ENGINEER'S PROJECT NUMBER L230404CLC

29. It is mutually understood and agreed that if at any time the Procurement Department or designee shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or executing the same in bad faith, the Procurement Department or his designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the City, the City shall thereupon have the power to take whatever action deemed necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the City out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors, or assigns, shall pay the amounts of such excess to the City on notice made by the Procurement Department or his designee of the excess due.
30. If the bidder proposes to furnish any item of foreign make or product, he shall write "foreign" together with the name of the originating country opposite such item on a proposal.
31. Any complaint from bidders relative to the invitation to bid or attached specifications shall be made prior to the time of opening bids; otherwise, the bidder waives any such complaint.
32. Contracts may be cancelled by the City with or without cause on thirty (30) days advance written notice.
33. All contractors submitting bids for road projects in excess of \$150,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification upon request.
34. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Procurement Department for the City of Lake City, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation.
35. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City of Lake City, may not submit a bid on a contract with the City of Lake City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City of Lake City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with

CITY OF LAKE CITY
INVITATION TO BID (ITB) 004-2024
SW Grandview Street Resurfacing
ENGINEER'S PROJECT NUMBER L230404CLC

the City of Lake City, and may not transact business with the City of Lake City for a period of 36 months from the date of being placed on the convicted vendor list.

36. In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>
37. The City of Lake City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:
- a. Keep and maintain public records required by the City in order to perform the service.
 - b. Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
 - d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

**CITY OF LAKE CITY
INVITATION TO BID (ITB) 004-2024
SW Grandview Street Resurfacing
ENGINEER'S PROJECT NUMBER L230404CLC**

- e. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK'S OFFICE AT 386-719-5756, 386-719-5826, CITYCLERK@LCFLA.COM, WITH AN OFFICE LOCATED AT 205 NORTH MARION AVENUE, LAKE CITY, FLORIDA 32055.

38. It is the sole responsibility of the bidder to acknowledge the addenda in the OpenGov system, any that are issued will be sent by email by the system. You will not be able to submit your bid without acknowledgement of any addendum.
39. Any existing materials demolished within right of way may be retained by the City of Lake City.

**CITY OF LAKE CITY
INVITATION TO BID (ITB) 004-2024
SW Grandview Street Resurfacing
ENGINEER'S PROJECT NUMBER L230404CLC**

CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA, CITY OF Lake City
Before me, the undersigned authority, personally appeared Jeanette S. Boone, who was duly sworn
deposes and states:

1. I am the President of Florida Fill + Grading, Inc.
with a local office in Lake City, FL and principal office in
Lake City, FL and principal office in N/A.
City & State City & State
2. The above named entity is submitting a Proposal for the City of Lake City ITB 004-2024 described
as Invitation to Bid, SW Grandview Street.
3. The Affiant has made diligent inquiry and provides the information contained in the Affidavit
based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above proposal is being submitted and that the
above named entity has no financial interest in other entities submitting proposals for the same
project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any
agreement, participated in any collusion, or otherwise taken any action in restraints of free
competitive pricing in connection with the entity's submittal for the above proposal. This
statement restricts the discussion of pricing data until the completion of negotiations if necessary
and execution of the Contract for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or
otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
7. Neither the entity nor its affiliates, nor any one associated with them have any potential conflict of
interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership or management is presently applying for an
employee position or actively seeking an elected position with the City of Lake City.
9. I certify that no member of the entity's ownership or management, or staff has a vested interest in
any aspect of the City of lake City.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the
above named entity, will immediately notify the City of Lake City.

DATED this 23rd day of January 2024.

Jeanette S. Boone
(Affiant)

Jeanette S. Boone, President

Typed Name and Title

Sworn to and subscribed before me this 23rd day of January 2024.

Personally Known _____ Or produced identification X

Identification type: Drivers License

Notary Public-State of Florida

Printed, typed, or stamped commissioned name of notary public.

My commission expires: 11/26/2027.



THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

**CITY OF LAKE CITY
INVITATION TO BID (ITB) 004-2024
SW Grandview Street Resurfacing
ENGINEER'S PROJECT NUMBER L230404CLC**

DRUG FREE WORKPLACE CERTIFICATE

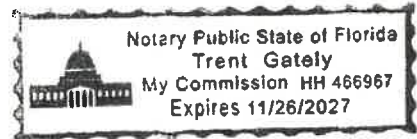
I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, Florida Fill & Grading, Inc. (print or type name of firm) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein"

Jeanette Boosal
Authorized Signature

1/23/24
Date Signed



State of Florida

County of Columbia

Sworn to and subscribed before me this 23rd day of January 2024.

Personally known or Produced Identification
(Specify type of identification) Drivers License

Signature of Notary: [Signature]

My Commission Expires: 11/26/2027

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

**CITY OF LAKE CITY
INVITATION TO BID (ITB) 004-2024
SW Grandview Street Resurfacing
ENGINEER'S PROJECT NUMBER L230404CLC**

**SWORN STATEMENT UNDER SECTION
287.133(3)(n), FLORIDA STATUTES 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 Proposal No. 004 - 2024.
2. This sworn statement is submitted by Florida Fill & Grading, Inc. whose business address is 1110 SW Sisters Welcome Rd., Lake City, FL 32025 and (if applicable) its Federal Identification No.(FEIN) is 59-3315607. If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement N/A.
3. My name is Jeanette S. Boone and my relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(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 bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a 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 record 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
 - b. 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

**CITY OF LAKE CITY
INVITATION TO BID (ITB) 004-2024
SW Grandview Street Resurfacing
ENGINEER'S PROJECT NUMBER L230404CLC**

agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been 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)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the 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 any affiliate of the entity have been charged with an 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, and (Please indicate which additional statement applies)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (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)

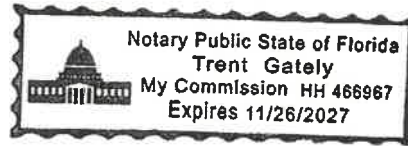
The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

CITY OF LAKE CITY
INVITATION TO BID (ITB) 004-2024
SW Grandview Street Resurfacing
ENGINEER'S PROJECT NUMBER L230404CLC

Signature: Jeanette Boone Date 1/23/24
STATE OF Florida
COUNTY OF Columbia

Personally appeared before me, the undersigned authority, Jeanette S. Boone, Pros, who
after first being sworn by me, affixed his/her signature in the space provided above on
this 23rd day of January 2024.

[Signature]
Notary Public, State at large
My Commission Expires: 11/26/2027



THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

**CITY OF LAKE CITY
INVITATION TO BID (ITB) 004-2024
SW Grandview Street Resurfacing
ENGINEER'S PROJECT NUMBER L230404CLC**

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES _____ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Lake City, ITB 004-2024, Invitation to Bid for SW Grandview Street.

1/23/24

Date

Jeanette S. Boone, Pres.

Authorized Signature

Jeanette S. Boone, President

Title Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

**CITY OF LAKE CITY
INVITATION TO BID (ITB) 004-2024
SW Grandview Street Resurfacing
ENGINEER'S PROJECT NUMBER L230404CLC**

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Columbia

Jeanette S. Boone, being duly sworn, deposes and says that:

1. He/She is President of Florida Fill + Grading, Inc., the Bidder,
Title Company Name
that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached proposal 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, employees, or parties in interest, including this affiant.

SIGNED Jeanette Boone

TITLE President

Sworn to and subscribed before me this 23rd day of January 2024.

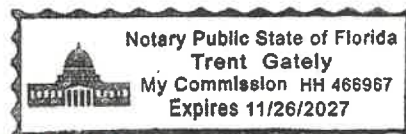
Personally known _____ or Produced Identification

Drivers License
(Specify type of identification)

[Signature]

Signature of Notary

My Commission Expires: 11/26/2027



THIS FORM MUST BE INCLUDED WITH PROPOSAL

**CITY OF LAKE CITY
INVITATION TO BID (ITB) 004-2024
SW Grandview Street Resurfacing
ENGINEER'S PROJECT NUMBER L230404CLC**

REFERENCES

List three (3) client/customer references including company name, address, contact person, telephone number and length of time services provided. (Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.)

1. Company Name: Columbia County BCC
Address: 135 NE Hernando Ave., Ste. 203, Lake City, FL 32056
Business Phone #: 386.758.1005
Contact Person: Chad Williams
Email: chad_williams@columbiacountyfla.com
Length of time services provided: 4 months

2. Company Name: City of High Springs
Address: 23718 W US Hwy 27, High Springs, FL 32643
Business Phone #: 386.454.2134
Contact Person: Thomas Henry
Email: thentry@highsprings.us
Length of time services provided: 1.5 months

3. Company Name: City of Lake City
Address: 205 N. Marion Ave., Lake City, FL 32055
Business Phone #: 386.752.2031
Contact Person: Steve Brown
Email: browns@lcfla.com
Length of time services provided: 1 week

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

**CITY OF LAKE CITY
INVITATION TO BID (ITB) 004-2024
SW Grandview Street Resurfacing
ENGINEER'S PROJECT NUMBER L230404CLC**

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:

004-2024

Project Description:

Resurfacing of SW Grandview St. from Faith Rd. to McFarlane Ave.

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:

Florida Fill + Grading, Inc.

Authorized Company Person's Signature:

Janette Boone

Authorized Company Person's Title:

President

Date:

1/23/24

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

**CITY OF LAKE CITY
INVITATION TO BID (ITB) 004-2024
SW Grandview Street Resurfacing
ENGINEER'S PROJECT NUMBER L230404CLC**

**CITY OF LAKE CITY
BIDDER'S CHECK LIST**

BIDS MAY NOT BE CONSIDERED if the following documents and/or attachments are not completely filled out and submitted with your bid.

Before sending in your bid, please make sure you have completed all of the following:

FORMS

- Conflict of Interest
- Drug Free Work Place
- Public Entity Crime Statement
- Disputes Disclosure
- Non-Collusion Affidavit
- References
- E-verify Affirmation Statement



PLEASE INITIAL



AIA[®]

Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Florida Fill & Grading, Inc.
1110 SW Sisters Welcome Road
Lake City, FL 32025

OWNER:

(Name, legal status and address)

City of Lake City
205 N. Marion Avenue
Lake City, FL 32055

BOND AMOUNT: \$5% of Bid Amount

PROJECT: 004-2024 / SW Grandview Street Resurfacing

(Name, location or address, and Project number, if any)

Uninterruptible Power Supply (UPS)

SURETY:

(Name, legal status and principal place of business)

Endurance Assurance Corporation
12890 Lebanon Road
Mount Juliet, TN 37122-2870

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

Signed and sealed this 10 day of January, 2024

Leslie Boone
(Witness)

Paul H. White
(Witness)

Florida Fill & Grading, Inc.

(Contractor as Principal)

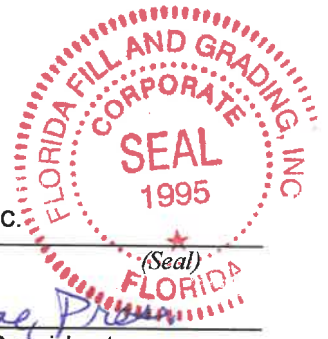
Jeanette Boone, President

(Title) Jeanette Boone / President
Endurance Assurance Corporation

(Surety)

(Seal)

Jeremy Toton
(Title) Jeremy Toton / Attorney-in-Fact



EXHIBIT

Additions and Deletions Report for AIA[®] Document A310[™] – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:55:14 on 01/10/2013.

PAGE 1

Uninterruptible Power Supply (UPS)

EXHIBIT

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation ("EAC"), **Endurance American Insurance Company**, a Delaware corporation ("EAIC"), **Lexon Insurance Company**, a Texas corporation ("LIC"), and/or **Bond Safeguard Insurance Company**, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Jeremy Toton** as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
- The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO, and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

- The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 10 day of January, 2024.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:55:14 on 01/10/2013 under Order No. 6871475021_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ – 2010, Bid Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

Jeremy Toton / Attorney-in-Fact

(Title)

January 10, 2024

(Dated)