

**RESOLUTION NO 2024-147**  
**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 003-2025 FOR THE SR-47 INFRASTRUCTURE EXTENSIONS PROJECT; ACCEPTING THE BID FROM FLORIDA FILL & 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 003-2025 (the “ITB”) seeking a vendor to perform the SR-47 Infrastructure Extensions Project (the “Services”); 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 & Grading, a Florida corporation (the “Vendor”) was the bidder responding to the ITB with the lowest responsive bid; and

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

**WHEREAS**, pursuant to the ITB the Vendor and the City desire to enter into that certain contract for Vendor to provide the Services by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the “Agreement”); and

**WHEREAS**, acquiring a provider of the Services by engaging the Vendor 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 Services in the Agreement 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; and
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 December, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
Florida

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Noah E. Walker, Mayor

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

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

December 3, 2024

Brenda Karr  
Procurement Director  
City of Lake City  
205 N. Marion Avenue  
Lake City, Florida 32055

RE: City of Lake City  
SR-47 Infrastructure Extensions Project  
City of Lake City Bid No. ITB No. 003-2025  
Jones Edmunds Project No.: 08504-042-01  
**Bid Review and Evaluation of Findings**

Dear Ms. Karr

This letter summarizes the construction contract bids received for the SR-47 Infrastructure Extensions project. The City of Lake City received bids for the project on Thursday, November 14, 2024, at 2:00pm.

**Bid Summary**

The project was advertised through ProcureNow on October 16, 2024, and three (3) contractors submitted a bid for this project. The received bids were evaluated for conformance with the criteria set forth in the bidding documents. The Total Base Bids received ranged from **\$1,108,428.00** to **\$1,419,419.00**.

Florida Fill Grading submitted the lowest total base bid in the amount of **\$1,108,428.00**.

**Bid Checks**

We reviewed the submitted bid package provided by Florida Fill Grading and found the bid responsive. All items were acknowledged on the Bid Form. A 10% Bid Bond was provided, and the Bid Bond surety is licensed in Florida. In addition, the Contractor has provided a copy of their Certificate of insurance which compiles with the Insurance Limits required for this project.

Project references were provided to investigate the Contractors' experience, reputation, and performance on past projects. Jones Edmunds has been notified by the City of Lake City that they have already previously contacted references for this contractor and is currently under contract on another project with the same contractor. With this information, Jones Edmunds finds the contractor capable of performing the work for this project based on the information received.

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In addition, we conducted a D&B report review on Florida Fill Grading and their report showed the Contractor is at a low-risk for late payments.

Although the final determination regarding awarding a contractor for this project will be made by the City, Jones Edmunds believes Florida Fill Grading bid to be responsive and, based on the findings above, does not take exception to awarding the project to Florida Fill Grading for the bid price of:

**Total Base Bid Price** **\$1,108,428.00**

We appreciate the opportunity to continue to provide services to the City of Lake City and look forward to the successful construction of this project.

If you have any questions, please contact me at your convenience by phone at (352) 377-5821 or by email at jsbell@JonesEdmunds.com.

Sincerely,



Jamie Sortevik Bell, PE  
Department Manager  
13545 Progress Boulevard, Suite 100  
Alachua, Florida 32615

Y:\08504 Lake City\Projects\042-01 SR47 FM Extensions\Construction Services\BidPhase\Bids\Bid Evaluation\2024.12.03\_LTR\_Bid Evaluation\_FloridaFillGrading\_signed.docx

CC: Jamie S. Bell, P.E. – Jones Edmunds

Matt Rizer – Jones Edmunds

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INVITATION TO BID  
003-2025  
SR-47 INFRASTRUCTURE EXTENSIONS PROJECT

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

RELEASE DATE: October 17, 2024

DEADLINE FOR QUESTIONS: October 31, 2024

PROPOSAL SUBMISSION DEADLINE: November 14, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/lcfla>

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City of Lake City  
INVITATION TO BID  
SR-47 Infrastructure Extensions Project

I. Introduction.....  
II. Instruction To Bidders.....  
III. Scope of Work and Related Requirements.....  
IV. General Terms and Conditions.....  
V. Pricing Proposal .....  
VI. Vendor Questionnaire.....

Attachments:

- A - LakeCity-SR47-Infra\_BidDocs\_Specs
- B - SR 47 Infrastructure Extension - Final Plans\_withGas-DIGITAL-SIGNED
- C - E-Verify\_Affirmation\_Statement\_(1)
- D - Human Trafficking

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## 1. Introduction

### 1.1. Summary

#### INVITATION TO BID

003-2025

Sealed bids will be accepted by the City of Lake City, Florida until Thursday, November 14, 2024 at 2:00 pm, local time through the City's e-Procurement Portal, OpenGov Procurement. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 PM in the City Council Chambers located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

SR-47 Infrastructure Extensions Project

Any deviation from the specifications must be explained in detail under "Clarifications and Exceptions", as part of the Bidder's Response, and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification.

All questions related to this ITB shall be submitted in writing through the [OpenGov Procurement](#) Question/Answer Tab via the City's e-Procurement portal, on or before, Question & Answer Submission Date by Question & Answer Submission Time. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Thursday, October 31, 2024 at 4:00 pm. Questions received after this date and time will not be considered.

Bidder may not withdraw his/her bid for a period of ninety (90) days following the opening of the responses.

The City of Lake City is exempt from State Use Tax, State Retail Tax and Federal Excise Tax. The bid price must be net, exclusive of taxes. Bidder's proposal must be dated, signed by authorized representative, title, firm name, address, and telephone number.

Local Vendor Preference: City of Lake City Administrative Policy #18 states that the bid of a resident of Columbia County, Florida will have a 5% preference over the bid submitted by any non-resident of Columbia County. A resident is defined as an individual whose primary residence is within Columbia County, Florida, a partnership whose principals are all residents of Columbia County, Florida, partnership or other business entity whose principal place of business is within Columbia County, Florida, or which maintains a full time business office open to the public within Columbia County, Florida. With these and

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other contributing factors the City Council reserves the right to award a bid or contract in the best interest of the City.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

By submission of his/her bid, the Bidder certifies that:

- A. The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment described in the Invitation to Bid.
- B. The contents of the bid have not been communicated by the Bidder, his/her employees or agents, to his/her best knowledge and belief, to any person not an employee or agent of the Bidder or his surety in any bond furnished herewith and will not be communicated to any such person prior to the official opening of the bids.

The City of Lake City reserves the right to accept or reject any/all bids and to award the contract in the best interest of the City of Lake City, Florida.

CITY OF LAKE CITY, FLORIDA

Don Rosenthal

City Manager

## 1.2. Contact Information

### **Project Contact:**

**Brown Steve**

Director of Natural Gas

590 SW Arlington

Lake City, FL 32055

Email: [browns@lcfla.com](mailto:browns@lcfla.com)

Phone: [\(386\) 758-5405](tel:(386)758-5405)

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**Procurement Contact:**

**Brenda Karr**  
Procurement Director  
205 North Marion Avenue  
Lake City, FL 32055  
Email: [karrb@lcfla.com](mailto:karrb@lcfla.com)  
Phone: [\(386\) 758-5407](tel:(386)758-5407)

**Department:**  
Procurement

**1.3. Timeline**

<b>Release Project Date</b>	October 17, 2024
<b>Pre-Proposal Meeting (Non-Mandatory)</b>	October 24, 2024, 10:00am  City Hall Council Chambers 2nd Floor City Hall 205 N. Marion Ave. Lake City, FL 32055  City of Lake City is inviting you to a scheduled Zoom meeting  Topic: Pre-Proposal Meeting Time: Oct 24, 2024 10:00 AM Eastern Time (US and Canada)  Join Zoom Meeting <a href="https://us02web.zoom.us/j/82717574687">https://us02web.zoom.us/j/82717574687</a>  Meeting ID: 827 1757 4687  One tap mobile +13052241968,,82717574687# US +13092053325,,82717574687# US
<b>Question Submission Deadline</b>	October 31, 2024, 4:00pm
<b>Question Response Deadline</b>	November 7, 2024, 4:00pm

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<p><b>Proposal Submission Deadline</b></p>	<p>November 14, 2024, 2:00pm</p>
<p><b>Bid Opening</b></p>	<p>November 14, 2024, 2:15pm</p> <p>City Hall Council Chambers          2nd Floor          City Hall          205 N. Marion Ave.          Lake City, FL 32055</p> <p>City of Lake City is inviting you to a scheduled Zoom meeting</p> <p>Topic: Bid Opening          Time: Nov 14, 2024 2:15 PM Eastern Time (US and Canada)</p> <p>Join Zoom Meeting  <a href="https://us02web.zoom.us/j/85794654054">https://us02web.zoom.us/j/85794654054</a></p> <p>Meeting ID: 857 9465 4054</p> <p>One tap mobile          +13017158592,,85794654054# US (Washington DC)          +13052241968,,85794654054# US</p>
<p><b>Contractor Selection Date</b></p>	<p>December 2, 2024</p>

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## 2. Instruction To Bidders

### 2.1. Overview

The City of Lake City is accepting bids for SR-47 Infrastructure Extensions Project.

Bidders shall create a FREE account with OpenGov Procurement by signing up at <https://procurement.opengov.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic response.

### 2.2. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, OpenGov Procurement, no later than Thursday, November 14, 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.

### 2.3. Pre-Bid Meeting

Non-mandatory Pre-bid will be held on Thursday, October 24, 2024 on site located at City Hall Council Chambers 2nd Floor City Hall 205 N. Marion Ave. Lake City, FL 32055 City of Lake City is inviting you to a scheduled Zoom meeting Topic: Pre-Proposal Meeting Time: Oct 24, 2024 10:00 AM Eastern Time (US and Canada) Join Zoom Meeting <https://us02web.zoom.us/j/82717574687> Meeting ID: 827 1757 4687 One tap mobile +13052241968,,82717574687# US +13092053325,,82717574687# US at 10:00 am. Bidders are highly encouraged to attend.

### 2.4. Questions

All questions related to this ITB shall be submitted in writing via the OpenGov Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Thursday, November 7, 2024 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal. Oral answers given by anyone shall not be authoritative.

### 2.5. Addenda

- A. The Procurement Department may issue an addendum in response to any inquiry received, prior to the deadline for questions which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, regardless of the source, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. Bidders will be notified by email when an any addendum are issued.
- B. It is the Bidders responsibility to ensure receipt of all addenda and any accompanying documentation. The Bidder is required to Acknowledge receipt of the addenda in the OpenGov system. Failure to acknowledge each addendum in the OpenGov system will prevent your bid from being submitted.

## 2.6. Contents of Solicitation and Bidders Responsibilities

It is the responsibility of the Bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Bidder will not be accepted as a basis for varying the requirements of the City or the amount to be paid to the vendor.

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### 3. Scope of Work and Related Requirements

#### 3.1. General Scope of Work

**The Work will include furnishing labor, materials, equipment, tools, surveying, engineering, permitting and constructing a new sanitary sewer force main, a new potable water main, horizontal directional drills, a new gas line, and restoring existing roadways, driveways, sidewalks, and landscaping. These improvements will be constructed by the City of Lake City to provide utility improvements near the 1-75 and SR-47 Interchange.**

**All Work shall be in accordance with the Construction Drawings, Specifications, and Contract Documents.**

#### 3.2. Specifications

**Please see bid documents.**

#### 3.3. Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 3.4. Permitting

Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

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### 3.5. Protection of Property/Property Conditions

- A. If property is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the bidder in a manner acceptable to the City of Lake City.
- B. Bidder shall notify the Contract Manager for the City of the work site having pre-existing damage before beginning the work. Failure to do so shall obligate the bidder to make repairs as addressed in this solicitation.
- C. Bidder shall be responsible for securing all work areas to be safe.

### 3.6. Safety

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or

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property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

### 3.7. Employees

- A. Contractor shall be responsible for the appearance of all working personnel assigned to the project. Personnel shall be clean and appropriately dressed at all times. Personnel must wear property identification at all times (company shirts, ID badges, etc.)
- B. All personnel of the Contractor shall be considered to be, at all times, the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Lake City. The Contractor shall supply competent and physically capable employees and the City of Lake City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on city property is not in the best interest of the City of Lake City. The City of Lake City shall not have any duty to implement or enforce such requirements.
- C. Contractor shall assign an "on-duty" supervisor who speaks and reads English.

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- D. Contractor shall have its employees refrain from the use of tobacco products in the City's buildings or grounds. Tobacco use will be allowed in designated areas only.
- E. Contractor shall be solely responsible for receiving all materials and equipment at site.

### 3.8. Storage of Materials

Contractor shall discuss material and/or equipment storage areas with the City Contract Manager.

### 3.9. Disposal of Waste

The successful Contractor shall be responsible for the daily disposal of all waste materials, debris, and any and all excess materials, containers, etc. at an off-site location in accordance with local, state and federal regulations. The City dumpsters are not to be used by the Contractor. Disposal of waste materials shall be in a proper manner in accordance with all environmental guidelines and regulations.

### 3.10. Hours of Work

Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld. Workdays shall consist of 10 hours maximum, between 6:00 am and 6:00 pm.

### 3.11. Warranty

Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Section 01780, Warranties and Bonds. See bid documents.

### 3.12. Delivery

The Contractor shall adhere to the requirement specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified. See bid documents.

### 3.13. Important Instructions for Electronic Submittal

The City is accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov by signing up at <https://secure.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 bid.



## 4. General Terms and Conditions

### 4.1. Definitions

- 1.1. **Addendum:** A written change to a Solicitation.
- 1.2. **Bid, Offer, or Response:** Shall refer to any bid, offer, or response submitted in regard to this Invitation to Bid that if accepted would bind the Contractor to perform the resultant contract.
- 1.3. **Bidder:** A general reference to any entity responding to this solicitation and must be the party entering into the Agreement with the City; also includes bidder, contractor, company, respondent, vendor, etc.
- 1.4. **Contract:**The Agreement to provide the goods or perform the services set forth in this solicitation.
  - 1.4.1. **Purchase of Goods-** The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specified incorporated and a City purchase order.
  - 1.4.2. **Performance of Services –** The contract will be comprised of the Agreement between the City and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.
- 1.5. **Contractor:**The vendor to whom award has been made.
- 1.6. **City:** Shall refer to City of Lake City, Florida.
- 1.7. **Required Bid Bonds –** Bidder is required to send in their bid bonds (if applicable) by the due date and time of the solicitation.
- 1.8. **Invitation to Bid (ITB):** Shall mean this solicitation document, including any Addenda, used to communicate City requirements to prospective bidders and to solicit bid responses from them.
- 1.9. **Language:** The City has established for purposes of this solicitation that the words “shall”, “must”, or “will” are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with this ITB’s mandatory requirements. The words “should” or “may” are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature.
- 1.10. **Owner:** Shall refer to City of Lake City, Florida.
- 1.11. **Responsible:** Refers to a vendor that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.
- 1.13. **Responsive:** Refers to a Bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an ITB. Their bid, offer or response conforms to the instructions and format specified in the solicitation document.
- 1.14. **Solicitation:** The written document detailing the solicitation requirements and requesting bids, offers or submittals from Bidders.

#### 4.2. Qualifications of Respondents

The City of Lake City reserves the right before awarding the contract, to require the Bidder to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent.

- A. The Bidder is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Bidder will in no way relieve him of responsibility.
- B. Any Bidder may be required to show to the complete satisfaction of the City of Lake City that he/she has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.
- C. Bidder must possess any and all required licenses to perform and complete the work necessary in this project. The Bidder must be licensed at the time of submitting their bid and the license must be in effect for the entire period of the project.

#### 4.3. Award

Award may be made to the Bidder which offers the best value to the City. The City reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.

#### 4.4. Assignment

The Contractor shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

#### 4.5. Basis for Bidding

The total amount bid shall be based on quantities, unit prices and/or lump sum(s) according to the "Pricing Table" provided. Any quantities shown in the Pricing Table are estimates for the purpose of arriving at a total bid price for comparison of Bid Responses.

A Bidders bid prices shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence and the Procurement Department shall make and note the correction on the Final Bid Tabulation.

#### 4.6. Bidder Eligibility

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Eligibility requirements for contract award are:

- 6.1. Have NO delinquent indebtedness to the City of Lake City or other federal, state, or local agencies;
- 6.2. Shall be regularly and consistently engaged in providing services the same or similar to those being requested in the solicitation;
- 6.3. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
- 6.4. Be able to comply with the required or proposed delivery or performance schedule;
- 6.5. Have a satisfactory record of performance. Vendors who are or have been seriously deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
- 6.6. Have a satisfactory record of integrity and business ethics;
- 6.7. Be properly licensed by the appropriate regulatory agency for the work to be performed;
- 6.8. Not have any previous or current investigations, regardless of disposition or outcome, by the regulatory agency responsible for licensing Contractors; and
- 6.9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

#### 4.7. Cancellation of Solicitation

The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

#### 4.8. Changing of Forms

If the City discovers any bid forms submitted by a bidder in response to this solicitation have been altered the City may, at its discretion, disqualify the Bidder and not consider their bid for award.

#### 4.9. Tax Exempt

The City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The City will provide a tax exemption certificate upon request. Contractors doing business with the City are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with

the City, nor shall any contractor be authorized to use any of the City's Tax Exemptions in securing such materials.

#### 4.10. Collusion Among Firms

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such submittals. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a bid for the same materials, supplies, services, or equipment shall be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.

#### 4.11. Conflict of Interest

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of Lake City. Further, all respondents must disclose the name of any City of Lake City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Bidders firm or any of its branches.

#### 4.12. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Supplemental Terms & Conditions the Statement of Work, the Schedule of Bid Items, or any addendum issued, the order of precedence shall be the last addendum issued, the Schedule of Bid Items, the Statement of Work, the Special Terms & Conditions, the Supplemental Terms & Conditions and then the General Terms & Conditions. In addition, in the case of a conflict between any term or provision contained in contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.

#### 4.13. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.

#### 4.14. Cost of Preparing Bid Response

All costs incurred by the Bidder for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Bidder. The City of Lake City shall not reimburse any Bidder for any such costs.

#### 4.15. Execution of Contract

The Contractor to whom the City intends to award a Contract will be required to execute an Agreement within ten (10) days from the date of the Notice of Recommendation for Award, and deliver these executed instruments as instructed to the City of Lake City Procurement Department.

#### 4.16. Interpretation of Contract Documents

Each Bidder shall thoroughly examine the Forms Response Form, and all other papers comprising the Contract Documents. He shall also examine and judge for himself all matters relating to the location and the character of the proposed work. If the Bidder should be of the opinion that the meaning of any part of the specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation to the Procurement Department at 205 N. Marion Ave., Lake City, FL 32055 or by email to [procurement@lcfla.com](mailto:procurement@lcfla.com). Your notification should be done immediately, but in not case no later than **seven (7) business days** before the due date and time.

The City shall not be responsible for oral interpretation given by any City representative, the issuance of a written addendum being the only official method whereby such an interpretation will be given. The failure of the Bidder to direct the attention of the Purchasing Representative to errors or discrepancies will not relieve the Bidder, should he be awarded the contract, of responsibility of performing the work to the satisfaction of the City of Lake City in accordance with the specifications.

#### 4.17. Liability

The Contractor shall hold and save the City of Lake City, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a Contract resulting from this solicitation.

#### 4.18. Notice to Proceed

Following contract award the City shall schedule with Contractor a pre-construction meeting. At that meeting the parties will mutually agree on a projects start date which will be used as the Notice to Proceed date. The City shall provide the Notice to Proceed (NTP) to the Contractor. Contractor shall sign NTP acknowledging receipt and agreeing to the dates. The performance period will be defined in the NTP using the NTP date with the days stated in the Time of Completion paragraph of the Contract Documents.

#### 4.19. Price Bid

The unit prices, lump sum(s) and total price bid for the work shall be stated in figures in the appropriate places on the prescribed form(s), and shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence.

#### 4.20. Protests

Protests can only be made by Interested Parties. Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific

reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

#### 4.21. Public Entity Crime

Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid Response on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Responses on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

#### 4.22. Public Record

The Owner 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 public agency to perform the service.
- B. Upon request from the public agency'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 public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency

**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 CUSTODIAN OF PUBLIC RECORDS AT (386) 719-5826 OR (386) 719-5756, CITYCLERK@LCFLA.COM, CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.**

#### 4.23. Insurance

- A. Without limiting Contractor's indemnification, it is agreed that the successful Contractor will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Contractor's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
- B. Statutory Workers Compensation insurance as required by the State of Florida.
- C. Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- D. Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

#### 4.24. Indemnity

Successful contractor will indemnify and hold Owner and Owner's agents harmless from any loss, cost, damage or injury sustained by any persons (s) as a result of the actions of employees or officers of the Contractor, subcontractors or suppliers.

#### 4.25. Liquidated Damages

In the event the bidder is awarded the contract and fails to complete the work within the time limit or extended time limit agreed upon, liquidated damages will be paid to the City of Lake City at the sum of \$750.00 per day for all work awarded under the contract until the work has been satisfactorily completed and accepted by the City.

#### 4.26. Schedule

- A. Upon receipt of all required documents a Notice to Proceed will be issued.

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- B. The successful Contractor must complete all work within 270 calendar days after delivery of equipment.

#### 4.27. Special Conditions

- A. Extended time may be allowed for the completion of this project due to inclement weather.
- B. Decisions to allow days added to the contract due to inclement weather will be based upon weather records as recorded with the State of Florida, Division of Forestry located in Lake City, Florida and approved by the City of Lake City Project Manager.
- C. In the event additional days are awarded the contractor must notify the City of Lake City Procurement department at the beginning of work stoppage and each succeeding day until work can be safely resumed.

#### 4.28. Payment

Payment will be based on: (a) City's acceptance of work, and (b) submitted evidence, if requested by the City, that all payrolls, materials, bills, and indebtedness connected with the work have been paid. The City may withhold an amount as may be necessary to pay such claims for labor and services rendered and materials involved with the work. Payment to Contractor will be made within thirty (30) calendar days of receipt of invoice, assuming there are no contested amounts with the invoice.

#### 4.29. Or Equal

Any manufacturers' names, trade names, brand names or catalogue numbers used in the specifications are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Bids are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for any item. All requests for "or equal" consideration must be received prior to the deadline for receiving questions.

#### 4.30. Experience/References

Bidders must provide a statement of qualifications and include with their proposal a minimum of three (3) references for similar project in the last five (5) years. The list of references must be submitted as a part of the bidder response as provided within the vendor questionnaire. All reference materials provided become the property of the City of Lake City and also become public record.

#### 4.31. Change Orders

- A. Notify the City of Lake City of any conditions in the project area that are not addressed within the specifications that may require a change order.
- B. Change orders to the scope of work or additional work requested by the City of Lake City must be in written form and initiated by the Contractor.



- C. All changes or additions will be approved by the City of Lake City prior to work being initiated.

#### 4.32. Addendum

It will be the sole responsibility of the bidder to contact the Purchasing Department prior to submitting a bid to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their bid. Failure to submit acknowledgement of any addendum that affects the bid price is considered a major irregularity and will be cause for rejection of the bid.

#### 4.33. Required Documents

The enclosed documents must be executed and returned with bid proposal or the proposal may be considered non-responsive. (Conflict of Interest Statement, Disputes Disclosure Form, Drug Free Workplace Certificate, Non-Collusion Affidavit of Proposer, References, Public Entity Crime Statement and E-Verify Affirmation Statement.

#### 4.34. Employment Eligibility Verification (E-Verify)

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>.

#### 4.35. Payment And Performance Bonds

Payment and performance bonds are not a requirement of this bid.

#### 4.36. Additional Information

The City of Lake City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

## 5. Pricing Proposal

### LUMP SUM BID

The Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments
1	Mobilization	1	Lump Sum			
2	Traffic Control	1	Lump Sum			
3	Environmental Protection	1	Lump Sum			
4	Construction Staking and Certified Record Drawings	1	Lump Sum			
5	Performance/Payment Bond	1	Lump Sum			
6	Furnish and Install 6-Inch Force Main, Valves, and Fittings	1	Lump Sum			
7	Furnish and Install 8-Inch Force Main, Valves, and Fittings	1	Lump Sum			
8	Furnish and Install 8-Inch Water Main, Valves, and Fittings	1	Lump Sum			
9	Furnish and Install SR-47 North Force Main HDD	1	Lump Sum			
10	Furnish and Install SR-47 South Force Main HDD	1	Lump Sum			
11	Furnish and Install SR-47 Water Main HDD	1	Lump Sum			

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments
12	Furnish and Install Gas Systems	1	Lump Sum			
<b>TOTAL</b>						

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

## 6. Vendor Questionnaire

### 6.1. Proposal Requirements\*

Did you read through and confirm that you met all of the proposal requirements including the sections:

General Conditions

Supplementary Conditions

Yes

No

\*Response required

### 6.2. Proposal Documents\*

Please Upload your COMPLETE Proposal here, which includes the following:

- A. Required Bid security in the form of a certified check or Bid Bond (Section 00430).
- B. Tabulation of Subcontractors and Suppliers (Section 00431).
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.
- D. Contractor's License No
- E. Florida Trench Safety act Certification (Section 00440).
- F. Construction Contractor's Qualification Statement for Engineered Construction (Section (00450).
- G. Sworn Statement under Section 287.133(3)(A), Florida Statutes, on Public Entity Crimes (Section 00451).
- H. Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years (Section 00452)
- I. Non-collusion Affidavit (Section 00453).
- J. Drug-Free Workplace Certificate (Section 00454).

You must also upload the Attachment listed as C. E-Verify Affirmation Statement and D. Human Trafficking Affidavit

\*Response required

### 6.3. Bid Bond \*

Each bid shall be accompanied by a certified cashier's check, or bid bond, in the amount of 10% of the total bid price, payable to City of Lake City, Florida, as a guarantee that the bidder, if its bid is accepted, will promptly execute the Agreement. The bidder shall guarantee the total bid price for a period of 60 days from the date of the bid opening.

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**Please scan and upload a copy of your bid bond/cashier's check. Bidder must also submit an original of the bid guarantee to be received no later than Thursday, November 14, 2024, 2:00 pm addressed to:**

**The City of Lake City, Florida  
Brenda Karr  
Procurement Director  
Lake City,FL**

**Please have the Bidder Name, Contract Title ("SR-47 Infrastructure Extensions Project), and Contract Number ("003-2025") listed clearly on the outside of the envelope.**

\*Response required

Please confirm

\*Response required

**6.4. Contract Execution, Payment Bond, Performance Bond, and Certificate(s) of Insurance\***

The contract shall be executed by the successful bidder and shall be returned, together with the Payment Bond, Performance Bond and Certificate(s) of Insurance to City of Lake City, Florida, so that it is received within **14 working days** after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty.

Please confirm

\*Response required

**6.5. Contractor's License Number\***

Please provide your Contractor's License number.

\*Response required

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**



**EVALUATION TABULATION**  
 ITB No. 003-2025  
SR-47 Infrastructure Extensions Project  
 RESPONSE DEADLINE: November 14, 2024 at 2:00 pm  
 Report Generated: Wednesday, December 11, 2024

**SELECTED VENDOR TOTALS**

Vendor	Total
FLORIDA FILL GRADING	\$1,108,428.00
Anderson Columbia Co., Inc.	\$1,391,253.00
T B Landmark Construction, Inc.	\$1,419,419.00

**LUMP SUM BID**

The Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

LUMP SUM BID					Anderson Columbia Co., Inc.			FLORIDA FILL GRADING			T B Landmark Construction, Inc.		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments	Unit Cost	Total	Comments	Unit Cost	Total	Comments
X	1	Mobilization	1	Lump Sum	\$71,399.00	\$71,399.00		\$34,000.00	\$34,000.00		\$76,000.00	\$76,000.00	
X	2	Traffic Control	1	Lump Sum	\$68,179.00	\$68,179.00		\$28,000.00	\$28,000.00		\$24,000.00	\$24,000.00	
X	3	Environmental Protection	1	Lump Sum	\$38,641.00	\$38,641.00		\$35,000.00	\$35,000.00		\$9,731.00	\$9,731.00	

**EXHIBIT TO RESOLUTION NOT FOR EXECUTION**

EVALUATION TABULATION  
 ITB No. 003-2025  
 SR-47 Infrastructure Extensions Project

Selected	Line Item	LUMP SUM BID			Anderson Columbia Co., Inc.			FLORIDA FILL GRADING			T B Landmark Construction, Inc.		
		Description	Quantity	Unit of Measure	Unit Cost	Total	Comments	Unit Cost	Total	Comments	Unit Cost	Total	Comments
X	4	Construction Staking and Certified Record Drawings	1	Lump Sum	\$25,760.00	\$25,760.00		\$24,000.00	\$24,000.00		\$20,000.00	\$20,000.00	
X	5	Performance/Payment Bond	1	Lump Sum	\$10,690.00	\$10,690.00		\$32,284.00	\$32,284.00		\$15,688.00	\$15,688.00	
X	6	Furnish and Install 6-Inch Force Main, Valves, and Fittings	1	Lump Sum	\$45,596.00	\$45,596.00		\$66,306.00	\$66,306.00		\$60,000.00	\$60,000.00	
X	7	Furnish and Install 8-Inch Force Main, Valves, and Fittings	1	Lump Sum	\$351,706.00	\$351,706.00		\$186,224.00	\$186,224.00		\$475,000.00	\$475,000.00	
X	8	Furnish and Install 8-Inch Water Main, Valves, and Fittings	1	Lump Sum	\$127,884.00	\$127,884.00		\$84,342.00	\$84,342.00		\$190,000.00	\$190,000.00	
X	9	Furnish and Install SR-47 North Force Main HDD	1	Lump Sum	\$176,205.00	\$176,205.00		\$153,232.00	\$153,232.00		\$124,000.00	\$124,000.00	
X	10	Furnish and Install SR-47 South Force Main HDD	1	Lump Sum	\$200,032.00	\$200,032.00		\$185,275.00	\$185,275.00		\$148,000.00	\$148,000.00	
X	11	Furnish and Install SR-47 Water Main HDD	1	Lump Sum	\$198,136.00	\$198,136.00		\$189,925.00	\$189,925.00		\$149,000.00	\$149,000.00	
X	12	Furnish and Install Gas Systems	1	Lump Sum	\$77,025.00	\$77,025.00		\$89,840.00	\$89,840.00		\$128,000.00	\$128,000.00	
Total						\$1,391,253.00			\$1,108,428.00			\$1,419,419.00	

**EXHIBIT TO RESOLUTION**  
  
**NOT FOR EXECUTION**

SECTION 00410  
BID FORM

PROJECT ID: 08504-042-01

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to: City of Lake City  
  
205 N. Marion Avenue  
Lake City, Florida 32055

Contract Identification Number: ITB-003-2025

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 The Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that the Bidder may agree to in writing on request of the Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, the Bidder represents that:

A. The Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

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

B. The Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect the cost, progress, and performance of the Work.



- C. The Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of the Work.
- D. The Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-5.03 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-5.06.A.4 as containing reliable "technical data."
- E. The Bidder has considered the information known to the Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) the Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, the Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. The Bidder is aware of the general nature of work to be performed by the Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. The Bidder has given the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that the Bidder has discovered in the Bidding Documents, and the written resolution thereof by the Engineer is acceptable to the Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. The Bidder certifies the Bidder's authority and qualification to do business in the state where the Project is located, that the Bidder is a state-certified Contractor in good standing and holds current registration with the Florida Construction Industry Licensing Board of the Florida Department of Professional Regulation, that the type of license is in a class that authorizes the Bidder to perform the general nature of the construction to be performed on this Project, and that the Bidder's State Contractor's license number for the state of the Project is shown on the Bid Form.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

## ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 The Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. The Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. The Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive the Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## ARTICLE 5 – BASIS OF BID

5.01 The Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

## LUMP SUM BID

1	Mobilization	\$
2	Traffic Control	\$
3	Environmental Protection	\$
4	Construction Staking and Certified Record Drawings	\$
5	Performance/Payment Bond	\$
6	Furnish and Install 6-Inch Force Main, Valves, and Fittings	\$
7	Furnish and Install 8-Inch Force Main, Valves, and Fittings	\$
8	Furnish and Install 8-Inch Water Main, Valves, and Fittings	\$
9	Furnish and Install SR-47 North Force Main HDD	\$
10	Furnish and Install SR-47 South Force Main HDD	\$
11	Furnish and Install SR-47 Water Main HDD	\$
12	Furnish and Install Gas System	\$
	<b>Total</b>	<b>\$</b>

Note: HDD = Horizontal Directional Drilling.

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

### ARTICLE 6 – TIME OF COMPLETION

- 6.01 The Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the form of Agreement contained within the Bidding Documents.
- 6.02 The Bidder accepts the provisions of the Agreement as to liquidated damages.

### ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a part of this Bid:
- A. Required Bid security in the form of a certified check or Bid Bond (Section 00430).
  - B. Tabulation of Subcontractors and Suppliers (Section 00431).
  - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.
  - D. Contractor’s License No.: \_\_\_\_\_.
  - E. Florida Trench Safety Act Certification (Section 00440).
  - F. Construction Contractor’s Qualification Statement for Engineered Construction (Section 00450).

- G. Sworn Statement under Section 287.133(3)(A), Florida Statutes, on Public Entity Crimes (Section 00451).
- H. Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years (Section 00452).
- I. Noncollusion Affidavit (Section 00453).
- J. Drug-Free Workplace Certificate (Section 00454).
- K. List of Project References.

**ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

**ARTICLE 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If the Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_  
(SEAL)

State of Incorporation: \_\_\_\_\_  
Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Qualification to do business in *[State where Project is located]* is  
\_\_\_\_ / \_\_\_\_ / \_\_\_\_.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address \_\_\_\_\_  
\_\_\_\_\_

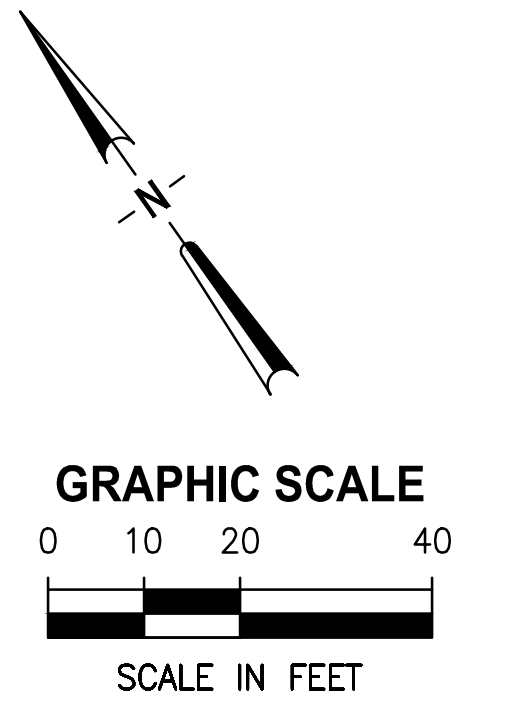
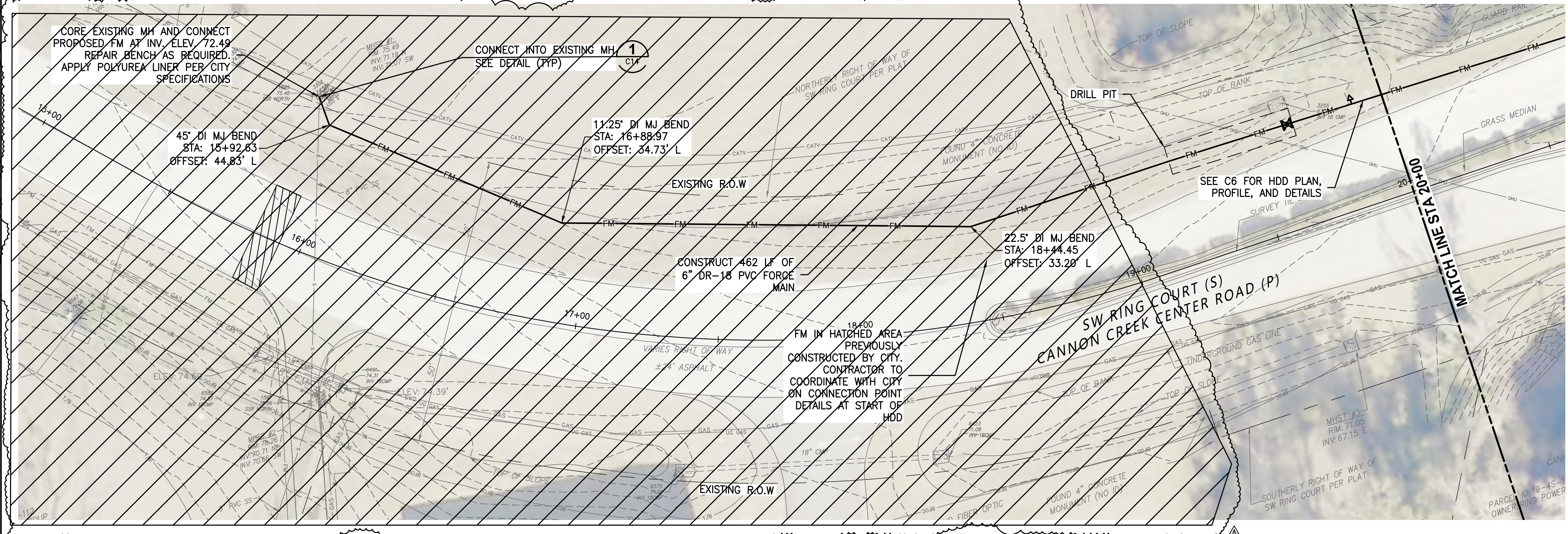
Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_

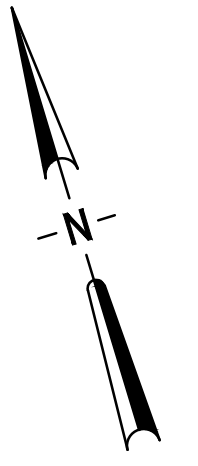
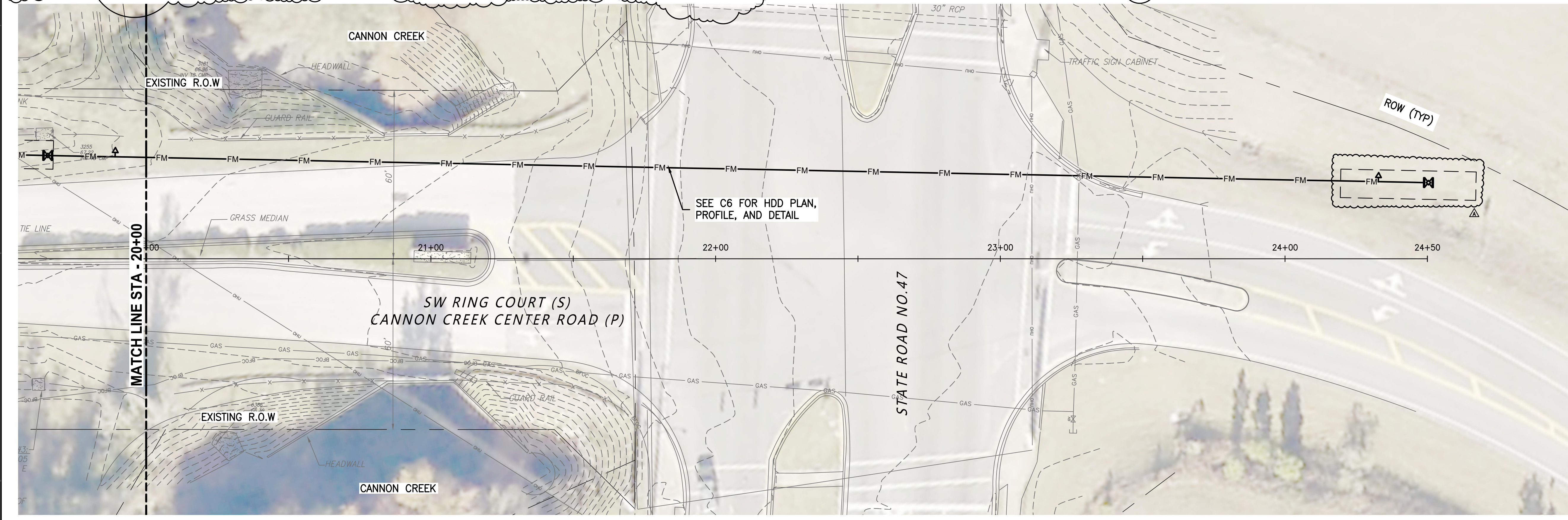
State Contractor License No. \_\_\_\_\_

END OF SECTION



HATCHED AREA DENOTES ITEMS NOT INCLUDED IN CONTRACT. CONTRACTOR SHALL COORDINATE WITH CITY FOR DETAIL CONNECTION INFORMATION.

**EXHIBIT TO RESOLUTION**



**NOT FOR EXECUTION**

DESIGNED	C LLOYD
DRAWN	S SIMS
CHECKED	K FRASER
DATE	10/24/24
REVISIONS	ADDEMDUM NO. 2
BY	CJL KAF
APPRD.	

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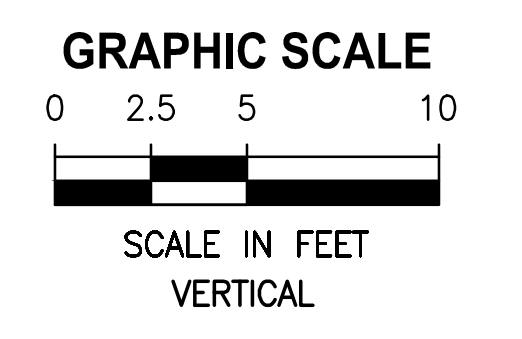
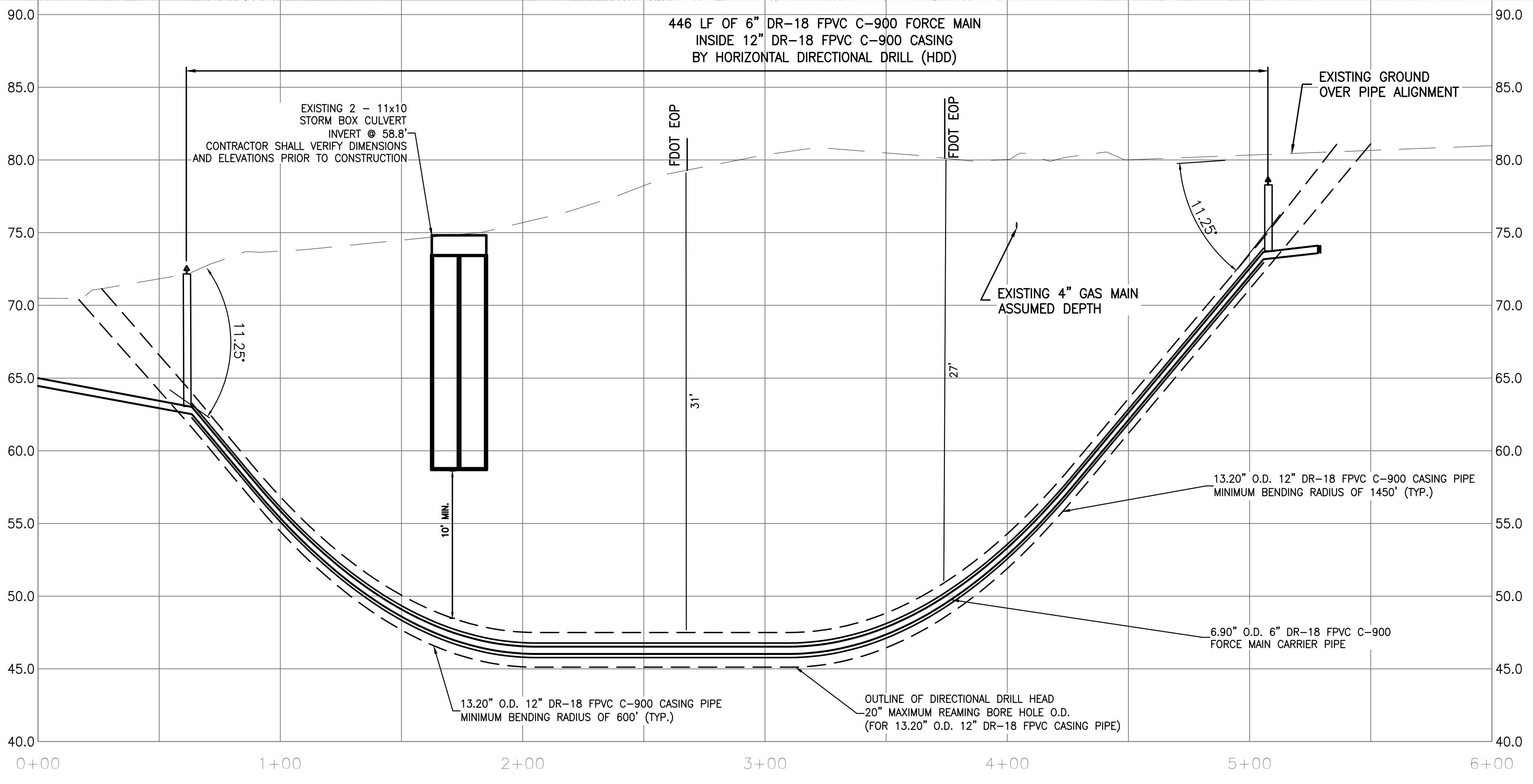
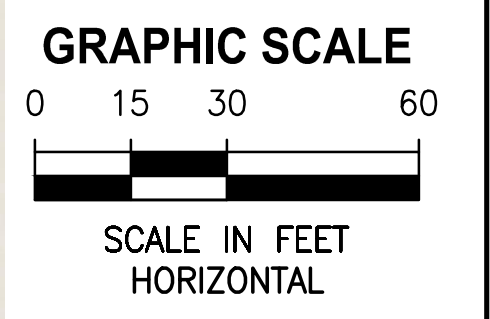
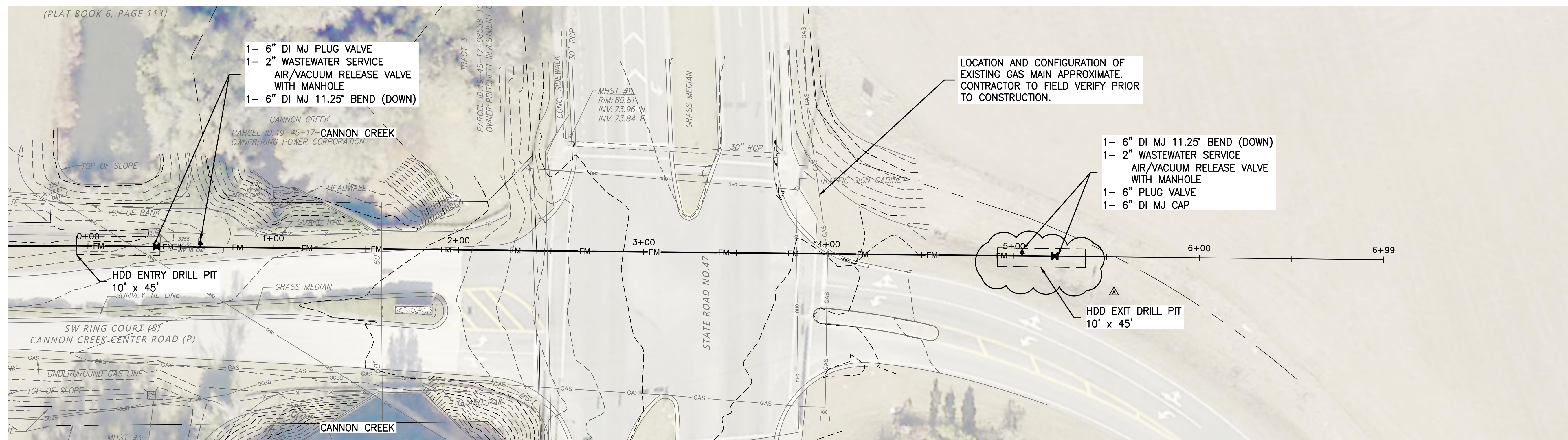
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**S.W. RING COURT FORCE MAIN**

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DRAWN	S SIMS
CHECKED	K FRASER
DATE	9/24/24
REVISIONS	ADDEMDUM NO. 2
BY	CJL
APPRD.	KAF

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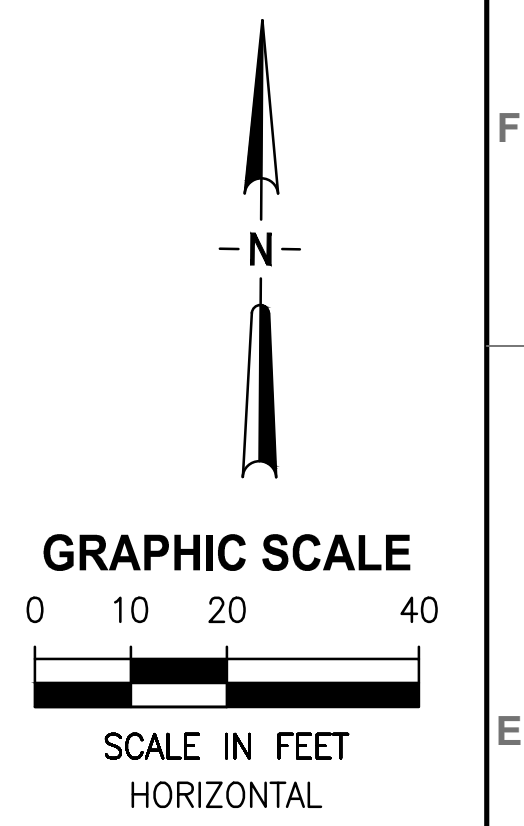
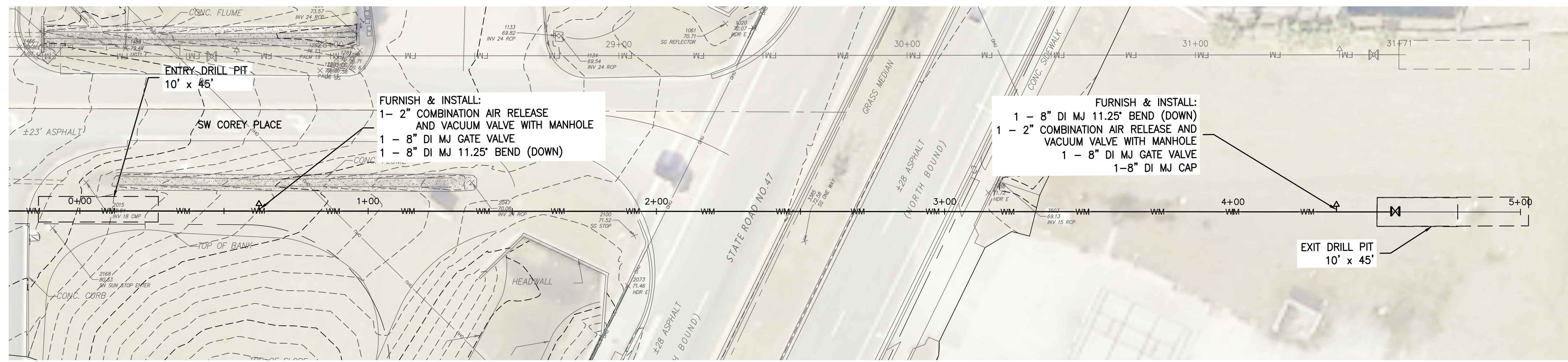
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**SW RING COURT FORCE MAIN HDD**

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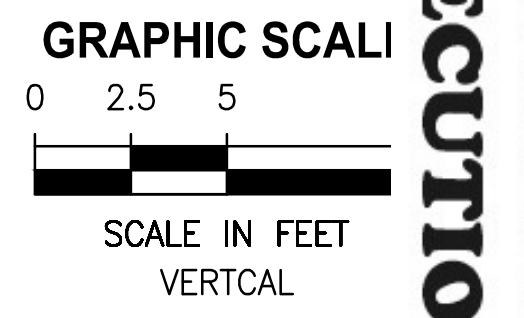
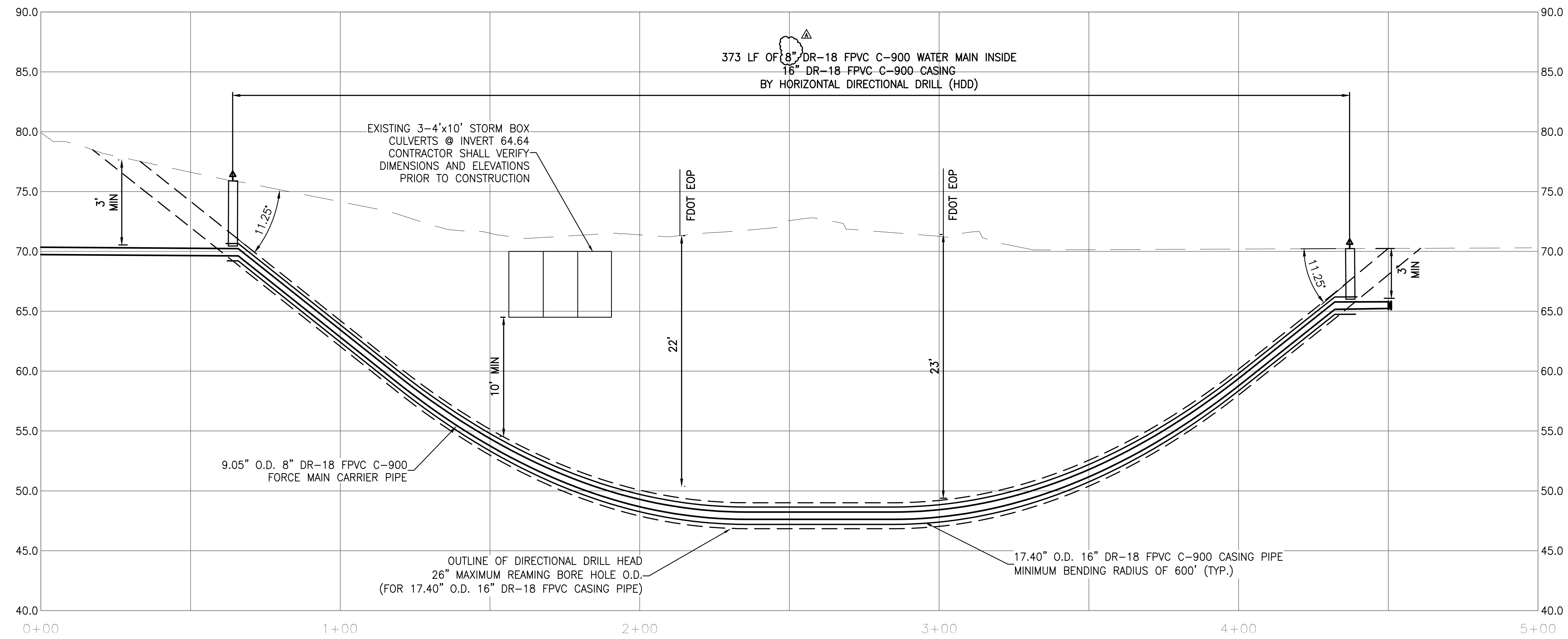
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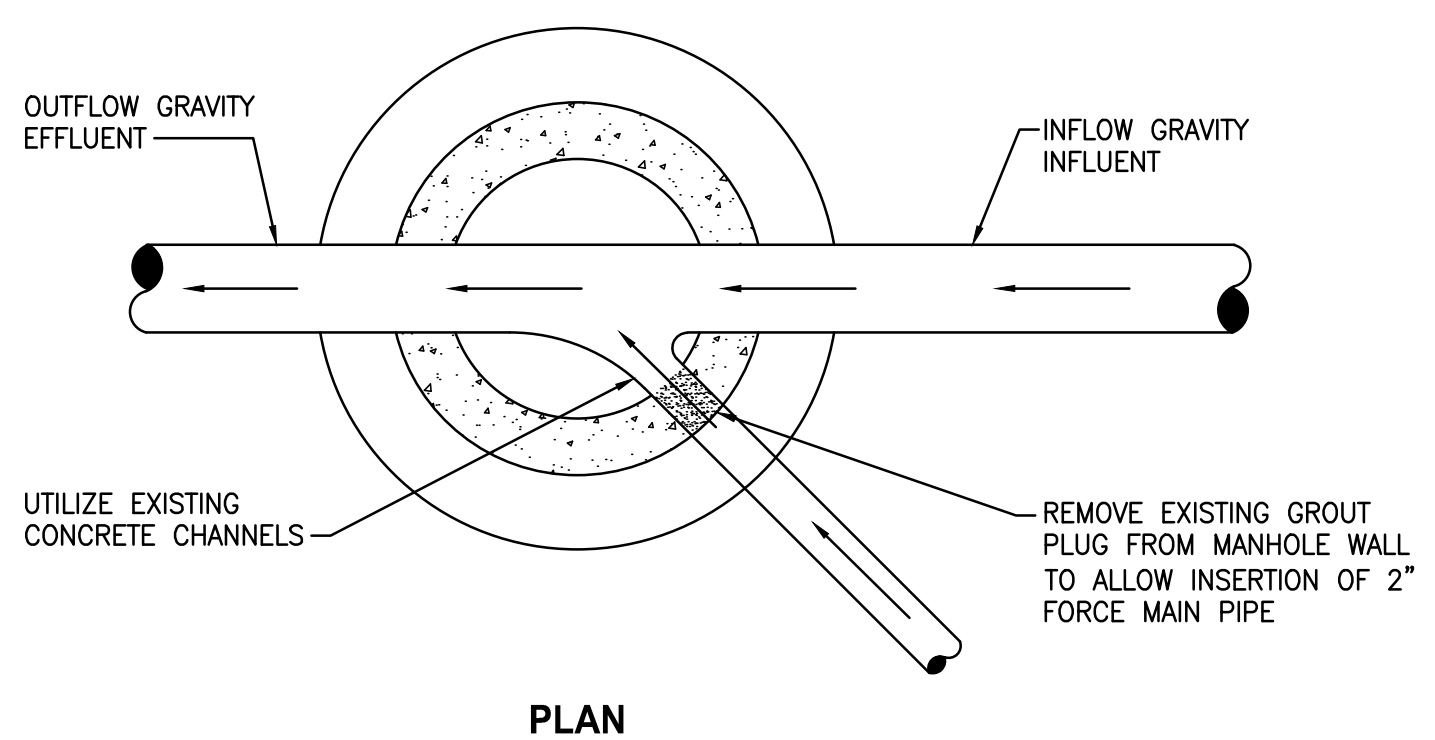
DESIGNED	C LLOYD
DRAWN	S SIMS
CHECKED	K FRASER
DATE	10/24/24
REVISIONS	ADDEMDUM NO. 2
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APPRD.	KAF

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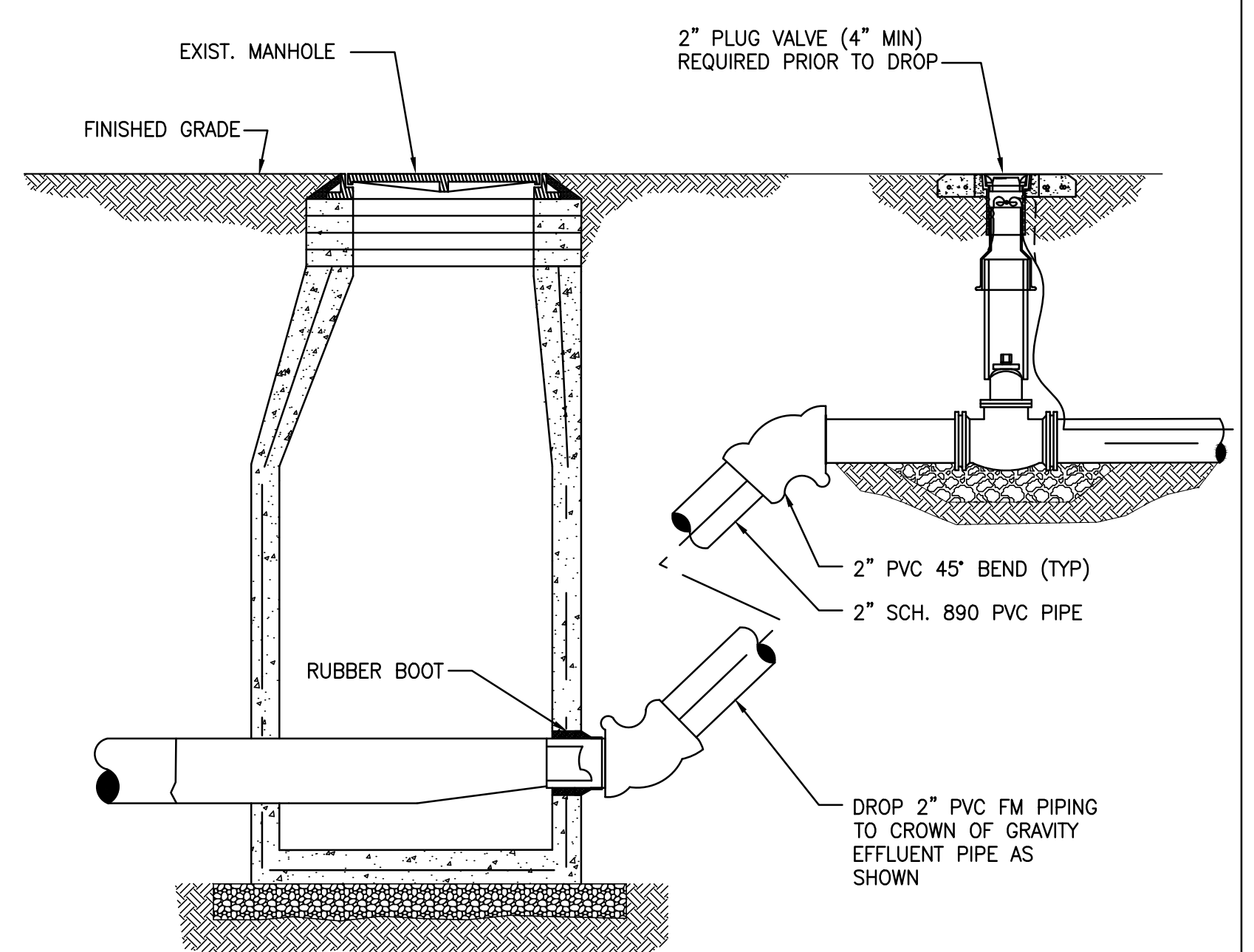
**SR 47 INFRASTRUCTURE EXTENSIONS**

**SW COREY PLACE WATER MAIN HDD**

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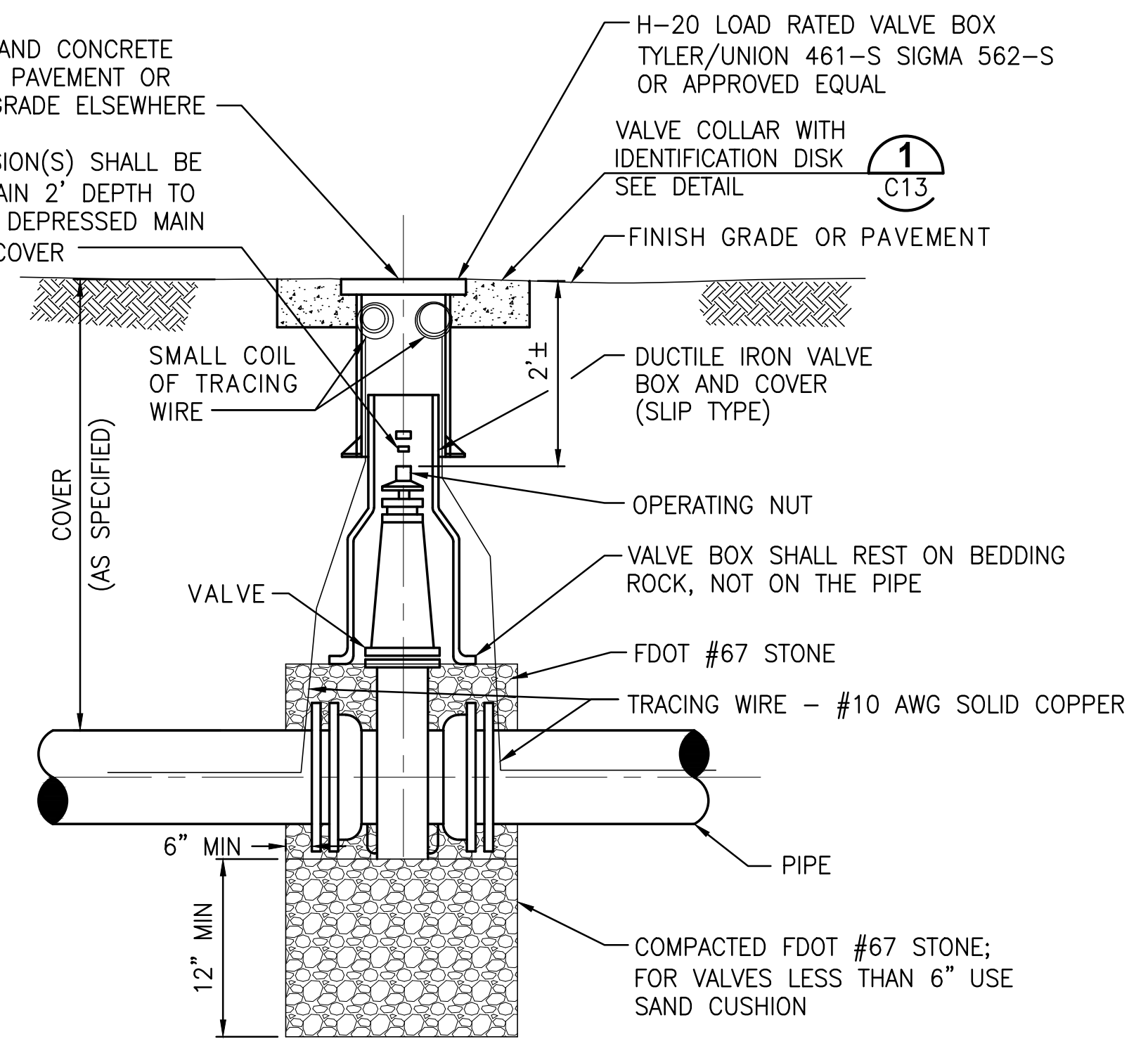
PLAN



SECTION

**FORCE MAIN CONNECTION TO EXISTING MANHOLE 1**

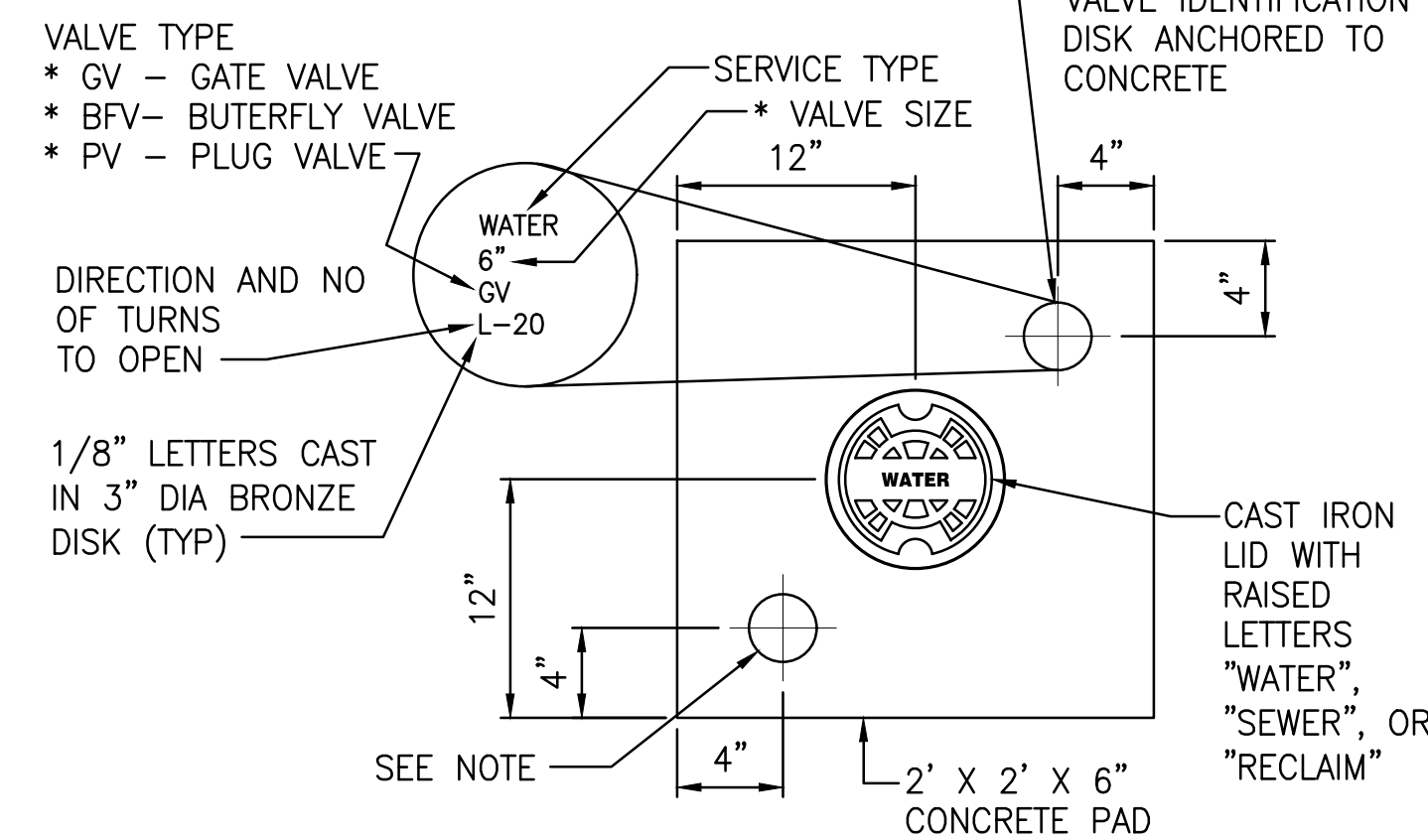
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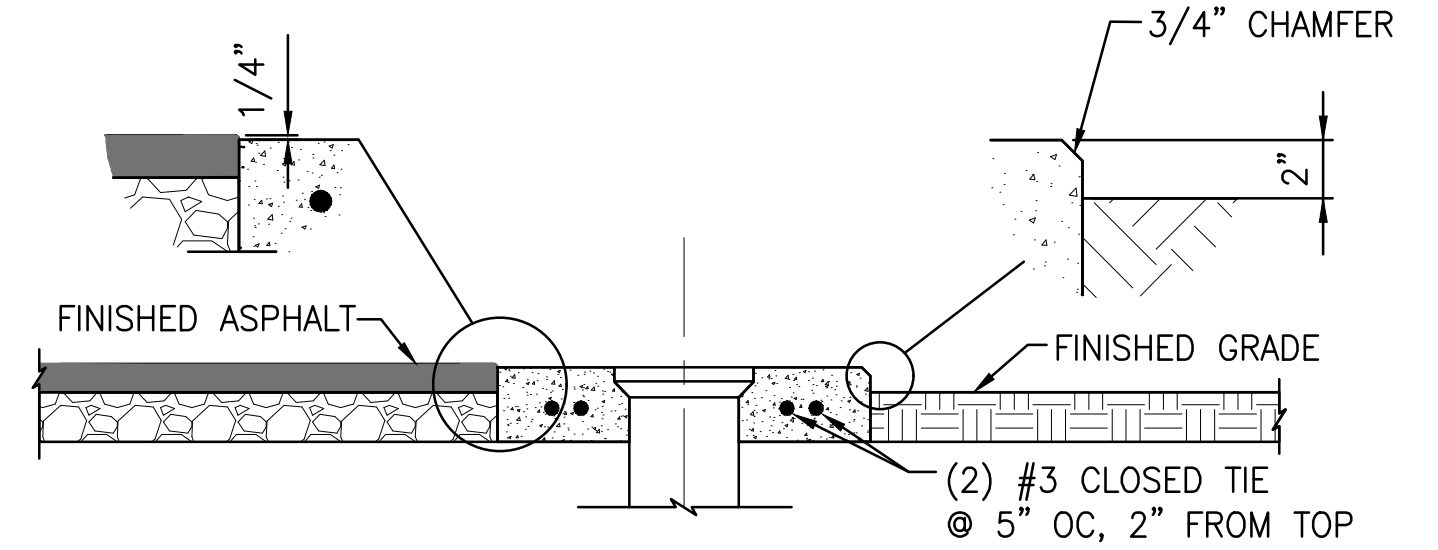
**VALVE AND BOX DETAIL 3**

NTS

- NOTES:
1. VALVES SHALL BE SAME SIZE AS CONNECTION PIPELINES.
  2. VALVES 8" AND LARGER SHALL BE MECHANICAL JOINT.
  3. ADAPTERS FOR SEWER PIPES SHALL BE HDPE MECHANICAL JOINT ADAPTERS. ADAPTERS FOR WATER PIPES SHALL BE PVC MECHANICAL JOINT ADAPTERS.



PLAN VIEW



SECTION

**VALVE COLLAR AND IDENTIFICATION DISK 2**

NTS

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APPRD.	KAF

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SR 47 INFRASTRUCTURE EXTENSIONS

CIVIL DETAILS

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