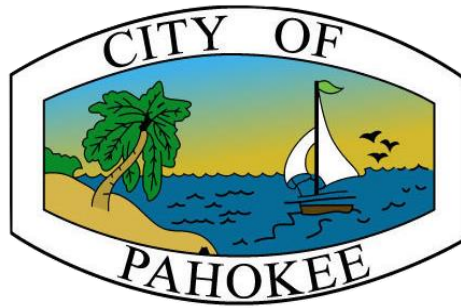


**REQUEST FOR PROPOSALS
RFP NO. 2022-01**

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



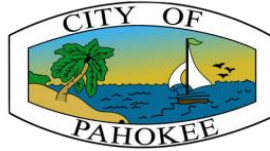
CITY OF PAHOKEE CITY COMMISSION

**KEITH W. BABB, JR., MAYOR
CLARA MURVIN, VICE MAYOR
DERRICK BOLDIN, COMMISSIONER
JUAN GONZALEZ, COMMISSIONER
SARA PEREZ, COMMISSIONER**

**SEALED PROPOSALS OPENED
Tuesday, 13th September 2022
10:00am**

**RODNEY LUCAS
CITY MANAGER**

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



RFP #2022-01
PHASE I of
REPLACEMENT AND INSTALLATION OF
NEW SIDEWALKS
in the City of Pahokee

RFP CALENDAR OF EVENTS

SCHEDULE	DUE DATE	METHOD
RFP Advertised	Wednesday, 24th August 2022	Advertised: The Palm Beach Post www. Cityofpahokee.com
Mandatory Pre-Submission Meeting	Tuesday, 6 th September 2022 at 10:00am	See Pre-Submission Meeting Clause
Deadline for Questions	Wednesday, 7 th Sept 2022 at 12noon	See Deadline for Questions Clause
Anticipated Date for Responses to Questions	Wednesday, 7 th Sept 2022 at 2:00pm	Must be emailed and will be responded to all who attended the mandatory pre-bid meeting.
SEALED BIDS DUE (RFP number should be clearly marked on the envelop)	Friday, 9 th September 2022 at 2:00pm	Submit BEFORE the due date and time to the following address: City Clerk's Office (Submissions Will Be Stamped) City of Pahokee 207 Begonia Drive Pahokee, Florida 33476
RFP Reviewed by Committee	Tuesday, 13 th Sept 2022 at 10:00am	
Winning bidder contacted by 5:00 PM	Wednesday, 14th Sept 2022 by 5:00pm	
Anticipated Date of Announcement of Award	Thursday. 15th Sept 2022 at 10:00am	Award letter will be emailed and mailed to the awardee. Award & Contract must be approved by City Commission. Holiday Season will determine approval of Contract

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LEGAL NOTICE
REQUEST FOR PROPOSALS
RFP NO. 2022-01
PHASE I of
REPLACEMENT and INSTALLATION of NEW SIDEWALKS
in the City of Pahokee

The City of Pahokee, Florida, a Florida municipal corporation located in Palm Beach County, Florida, will be receiving sealed proposals for the PHASE I Replacement and Installation of Sidewalks in the City of Pahokee until **2:00pm** local time on **Friday, 9th September 2022.**

Proposals will be **opened and read** aloud by the Bid Review Committee on **Tuesday, 13th September 2022** at **10:00am**, local time and the winning bidder will be notified by **5:00pm** on **Wednesday, 14th September 2022.**

The complete request for proposals (RFP) including specifications and proposal forms may be obtained by bona fide proposers from the City Clerk Office, 207 Begonia Drive, Pahokee, Florida 33476, Monday through Friday, 8:30am to 3:00pm or from the City of Pahokee's website: www.cityofpahokee.com. For more information contact at 561.924.5534 ext. 2006 or via email: cityclerk@cityofpahokee.com.

A Mandatory Pre-submission meeting is scheduled for **10:00am**, local time, on **Tuesday, 6th September 2022** at the City of Pahokee Commission Chamber located at 360 East Main Street, Pahokee, Florida 33476. Failure to attend the Mandatory Pre-Bid Meeting shall result in the rejection of the sealed bid proposal.

Sealed proposal envelopes should be marked "**RFP 2022-01 for Replacement and Installation of New Sidewalks**" The City of Pahokee shall accept the proposal of the lowest responsible proposer that best meets the needs of the City, taking into consideration, also the capability to perform the contract on a timely basis, financial responsibility of the proposer, previous satisfactory performance and other such abilities of the proposer that the City, in its sole discretion, determines will enable the bidder to perform effectively and efficiently.

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

CITY OF PAHOKEE
City Clerk

PUBLISH: CITY OF PAHOKEE WEBSITE: Wednesday, 24th August 2022

THE PALM BEACH POST News:

Print:	Wednesday, 24 th August 2022, Wednesday, 31 st August 2022
Online:	Wednesday, 24 th August 2022, Wednesday, 31 st August 2022

INSTRUCTIONS TO PROPOSERS AND SPECIFICATIONS

SECTION 1. GENERAL INFORMATION

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

The City of Pahokee will receive sealed RFPs at the City of Pahokee's City Hall, City Clerk's Office, 207 Begonia Drive, Pahokee, Florida 33476 until **2:00pm** local time on **Friday, 9th September 2022.**

Any proposals received after the time specified will not be accepted and shall be returned unopened to the Proposer. All Bids shall be publicly opened and read aloud by the Bid Review Committee on **Monday, 13th September 2022** at **10:00am**, local time and the winning proposer will be notified by **5:00pm** on **Tuesday, 14th September 2022.**

SECTION 2. PROPOSAL SUBMISSION

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

A **Mandatory** Pre-Submission meeting is scheduled for **10:00am**, local time, on **Tuesday, 6th September 2022** at the City of Pahokee Commission Chamber located at 360 East Main Street, Pahokee, Florida 33476. Failure to attend the Mandatory Pre-Submission Meeting shall result in the rejection of the sealed proposal.

The Proposal Form is to be completed, signed and placed in a sealed envelope bearing the words **"RFP 2022-01 for Replacement and Installation of Sidewalks"** on the outside and mailed or presented to the City of Pahokee's City Clerk's Office on or before the specified time and date. The Proposal Form shall be accompanied by: (1) a Statement of Qualifications; (2) Drug Free Workplace Certification and, (3) Sworn Statement Regarding Public Entity Crimes.

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

The Proposal opening time shall be scrupulously observed. Under no circumstances shall Proposals delivered after the time specified be considered. Such Proposals will be returned unopened to the potential proposer.

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

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

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

SECTION 3. SPECIFICATIONS

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

SECTION 4. CONTACT PERSON

For information concerning this RFP, please contact:

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

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

SECTION 5. ACCEPTANCE/REJECTION

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

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

SECTION 6. ADDITIONAL TERMS AND CONDITIONS

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

SECTION 7. INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

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

SECTION 8. CONTRACTUAL AGREEMENT

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

SECTION 9. FEDERAL AND STATE TAX

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

SECTION 10. LEGAL REQUIREMENTS

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any

public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

SECTION 11. VARIANCES

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

SECTION 12. INSURANCE REQUIREMENTS

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

13. PERFORMANCE BOND

A Performance Bond shall be required from the Contractor by the City of Pahokee for this project. Prior to commencing any work, and within 10 calendar days after acknowledgement and receipt of the Contractor's award, the Contractor shall furnish the City of Pahokee with a **Performance Bond in the amount of 10 percent (10%) of the total contractor price** to ensure full and complete performance of the contract to the City of Pahokee's Project Manager and/or City Manager. The bond must state on its front page: the name, principal business address, and phone number of the Contractor, the Surety, the City of Pahokee, and a description of the property being improved with a general description of the project. Please note: A Notice to Proceed will not be issued by the City of Pahokee's Project Manager and/or City Manager until after the required bonds have been received. Failure to provide a Performance Bond may be grounds to find the Contractor in default, which could include: cancellation of the contract, and/or the Contractor's removal from the City's approved contractor list for future solicitations.

The Bond shall be issued from a reliable Surety Company licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. Such a bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the bonds on behalf of the Surety had the authority to do so on the date of the bond.

The Contractor is required to furnish replacement bonds in the event of cancellation of the original Performance Bond. The cost of the Performance Bond shall be borne by the Contractor. In lieu of a Performance Bond. The City of Pahokee may with prior approval and alternate form of security in the form of an irrevocable letter of credit. The alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the Performance Bond.

14. LABOR AND MATERIAL PAYMENT BOND

A labor and material payment bond shall be required from the Contractor by the City of Pahokee for this project. Prior to commencing any work, and within ten (10) calendar days after issuance of a purchase order, the Contractor shall furnish a Payment Bond in the amount of 100 percent (100%) of the total Contract Price to ensure full and complete payment of the Contract. The Payment Bond shall be sent to the City of Pahokee's Project Manager. The Bond shall be issued from a reliable Surety Company acceptable to the City, licensed to do business in the State of Florida and signed by a Florida Licensed Registered Agent. Please note: A Notice to Proceed will not be issued by the City's Project Manager until after the required bonds have been received. Failure to provide a Labor and Material Payment Bond may be grounds to find the Contractor in default, which could include; cancellation of the contract, and/or the Contractor's removal from the City's approved vendor's list for future solicitation.

The Contractor is required to furnish replacement bonds in the event of cancellation of the original Labor and Material Payment Bond. Such a bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the bonds on behalf of the Surety had the authority to do so on the date of the bond. The cost of the Labor and Material Payment Bond shall be borne by the Contractor.

15. SUBCONTRACTOR

If a Contractor is authorized to subcontract, the Contractor shall ensure, and provide assurances to the City upon request. That any subcontractor selected for work under this Contract has the

necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. Contractor must provide the City with the names of any subcontractor considered for work under this agreement, the City reserves the right to reject any subcontractor. The Contractor agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the City of Pahokee upon request. Contractor further agrees that the City of Pahokee shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Contractor, at its expense, will defend the City against such claims. The following provisions apply, in addition to any terms and conditions included in the Scope of Work.

City's Right to Reject Subcontractor's. The City shall retain the right to reject any of the subcontractor's whose qualifications or performance, in the City's judgment are insufficient.

SECTION 13. TRADE, BRAND NAMES

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

SECTION 14. AWARD

The City reserves the right to hold all Proposals for a period not to exceed sixty (60) days after the date of Proposal opening as stated in the Request for Proposals.

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

SECTION 15. PROPOSAL WITHDRAWAL

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

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

SECTION 16. NON-APPROPRIATIONS

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

SECTION 17. PROPOSAL FORMS

In filling out Proposal forms, Proposers shall be governed by the following provisions.

- (A) Proposers must be made on the blank provided herewith, and all blank spaces in the Proposal Form must be filled in.
- (B) Lump sum Proposals shall be shown in both figures and writing.
- (C) Proposals must be signed in ink by the Proposer with the signature in full.
- (D) In the event of a multiplication or addition error, the unit prices set forth in the Proposal Form shall control.
- (E) Proposals that contain any omission, erasure, alteration, addition or item not called for, or that show irregularities of any kind, will be considered as informal or irregular. This will constitute cause for the rejection of the proposal.
- (F) If a Proposer wishes to change prices, the Proposer shall strike the price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the proposal. Any changes or alterations of prices in the proposal must be initialed. Failure to initial these changes or illegible entries or corrections or prices will be cause for the rejection of the proposal as informal or irregular.

SECTION 18. STATEMENT OF QUALIFICATIONS

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

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

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

SECTION 19. CONE OF SILENCE

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

SECTION 20. NON-COLLUSION

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

SECTION 21. SITE ACCESS AND DUTIES

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

SECTION 22. REGULATIONS, PERMITS AND FEES

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

SECTION 24. CERTIFICATION

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

SECTION 25. PROJECT SCHEDULE/COMPLETION TIME

An estimated project schedule shall be provided in writing by the Proposer and attached to the proposal. The completion time must meet the City's approval. During the time of work, the Proposer will provide weekly progress reports that include updated estimates of project

completion. The work of the project must show continuous progress towards completion and account for any and all changes and delays.

SCOPE OF WORK/SPECIFICATIONS

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

Street/Sidewalk Location	Linear Ft
Selected sections of Begonia Drive from Bacom Point Road to 3 rd Street	1300

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

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

The following Sections are called out:

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

TECHNICAL SPECIFICATIONS

General Scope of Work

- Contractor shall furnish all materials, labor, supervision, and transportation, permits, licenses, equipment and any incidentals necessary to perform these services as stated herein.
- The work includes removal of grass, stumps and other materials to prepare the ground for sidewalks installation. All form work and site preparation shall be conducted with minimum impact and/or damage to the adjacent properties.
- If applicable, remove and dispose of existing trees as indicated by the City. All trees to remain shall be preserved.
- New four and/or six inches thick sidewalks shall be constructed in accordance with Section 522 of the FDOT – SSR&BC, latest edition and other requirements as required.
- Any disturbed swale areas, private property (including driveways and aprons) or other public property shall be re-sodded and graded properly at the Contractor's expense.

- Ideally all sidewalk and tree removals will be completed first. Followed by preparation for installation at all locations. Followed by concrete pours at all locations. Followed by restoration at all locations.

Material Removal/Additional Soil

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

Quality Assurance

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

Concrete

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

Execution

- Inspections of all surfaces must be completed to ensure conditions will not adversely affect the quality of the installation. Do NOT proceed with the installation until adverse condition have been corrected.
- Compact sub base surface immediately before putting concrete in place.

- Clearing and grubbing, removal and disposal of existing grass, dirt, roots, etc.
- Replace organic material with clean fill and installed up to 6" lifts and compact to minimum of 95% compaction. Contractor must submit type of clean fill for City's approval prior to construction.
- The City maintains the right to request compaction testing at all locations as the City deems necessary. Should compaction tests be found to be inadequate, unsatisfactory, and the City determines there is a need to do additional testing, the compaction tests will be at the Contractor's cost, as determined by the City.
- Concrete Finishing:
 - *Smooth surface by screeding and floating. Producing a uniformed texture.
 - *Work edges of slab to a ½' radius. Eliminate tool marks on concrete surface.
 - *Broom finish after excess moisture has disappeared.
 - *Unacceptable results are: Concrete finishes with graffiti or indentations. If this occurs Contractor will incur the cost to replace.

Installation

- Comply with requirements Section 522 of the FDOT – SSR&BC, latest edition and other requirements as required.
- All sidewalks shall be a minimum of four (4") inches thick except across driveways, driveway approaches, and first five (5") feet of ramps closest to paved roadways where they shall be a minimum of six (6") thick.
- Place concrete using methods which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from join assemblies, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocation of re-enforcing, dowel, and joint devices.
- Deposit and spread concrete in a continuous operation between transverse joints, as far as possible.
- Avoid premature cracking by installing expansions joint where and when required by the City per FDOT specifications.
- Install Bio-barrier at existing trees that remain. Length of bio-barrier shall be ten (10') long centered on the tree by twelve (12') deep at one inch – two inches (1" – 2") below the top of the sidewalk.
- All sidewalks that the City has determined to be replaced due to deterioration, cracking, uplifting, improper sloping, misalignments, grade, etc. will be removed and replace as required by specifications.

- Removal of existing sidewalk shall be performed by saw cutting the section of unacceptable sidewalk (as determined by the City) at the nearest acceptable five (5') flag. New sidewalk shall be poured in its place as established by specifications.
- All areas where existing sidewalk is to be replaced must be prepared and graded to match adjacent sidewalk flags.
- All replacement sidewalk sections shall be installed to match the existing sidewalk elevation.
- Contractor shall restore all sites to the pre-existing condition or better, adding sod at Contractor's expense if existing is damaged. If existing site, prior to sidewalk replacement/installation, does not have sod, clean fill (soil) must be added to avoid gaps next to sidewalk.

Irrigation

- Contractor is responsible for identifying any irrigation piping that residents may have either in the swale or along the existing sidewalk. Any irrigation piping, sprinklers or wiring must be replaced and relocated when lines are encroaching into the ROW where new sidewalks are to be installed, to the resident's satisfaction.
- Contractor shall identify and document all locations and notify the City's authorized personnel of any existing irrigation systems. Documents will be used by the City's authorize personnel for inspection to verify satisfactory repairs or replacements.
- Any piping that is removed shall be replaced with same diameter PVC. Schedule 40 PVC fittings shall be used.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

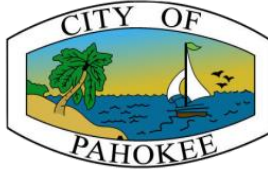


EXHIBIT "A"

RFP No. 2022-01

BID PROPOSAL FORM

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

TOTAL AMOUNT OF THE PROPOSAL:

\$ _____

Written Out: _____ **Dollars**
and _____ **Cents**

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

Signature:

Print Name:

Title:

Date:

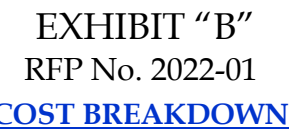
Address:

Phone Number:

Email Address:

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

**** ATTACHED COST BREAKDOW FOR EACH LOCATION WITH AND WITHOUT TREE REMOVAL**



COST BREAKDOWN

TOTAL	\$	\$
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EXHIBIT "C"
RFP No. 2022-01
REGISTRATION FORM

Proposers should complete and return this form to the City Clerk's Office prior to 12:00pm EST, Tuesday, 6th September 2022 in order to receive any addenda(s) issued for this Request for Proposals.

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

Name of Company: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Preferred Method of Receipt Acknowledgement: Email ☐ or Fax ☐



EXHIBIT "D"

RFP No. 2022-01

RESPONDENT INFORMATION PAGE

Company Name: _____

Authorized Signer(s): _____
Printed Name Signature(s)

Title: _____

Authorized Signer(s): _____
Printed Name Signature(s)

Title: _____

Company's Physical Address: _____

Company's City: _____ State: _____ Zip: _____

Company's Telephone: _____ Company's Fax: _____

Email Address: _____

Website (if applicable): _____

Federal Identification Number: _____

This is a requirement for every Bidder/Respondent.



EXHIBIT "E"

RFP No. 2022-01

CONFIRMATION OF A DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more Responses are equal with respect to price, quality, and service which are received by any political subdivisions for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any, employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____,

I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Printed Name:

Title:

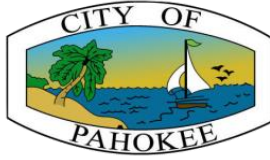


EXHIBIT "F"
RFP No. 2022-01
REFERENCES

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

REFERENCE #1

Name of Client: _____

Address: _____

Phone Number: _____ Fax: _____

Contact Person: _____ Title: _____

Description of Services: _____

Completed on Time: Yes ____ No ____ (if no) Explanation: _____

Completed within Budget Dollars: Yes ____ No ____ (if no) Explanation: _____

REFERENCE #2

Name of Client: _____

Address: _____

Phone Number: _____ Fax: _____

Contact Person: _____ Title: _____

Description of Services: _____

(References – Page 1 of 2)

Completed on Time: Yes ____ No ____ (if no) Explanation: _____

Completed within Budget Dollars: Yes ____ No ____ (if no) Explanation: _____

REFERENCE #3

Name of Client: _____

Address: _____

Phone Number: _____ Fax: _____

Contact Person: _____ Title: _____

Description of Services: _____

Completed on Time: Yes ____ No ____ (if no) Explanation: _____

Completed within Budget Dollars: Yes ____ No ____ (if no) Explanation: _____



EXHIBIT "G"

RFP No. 2022-01

CAMPAIGN CONTRIBUTION STATEMENT

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

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

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

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

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

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

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

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

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

Signature: _____

Printed Name: _____

Title: _____

Name of Business/Company: _____

(Campaign Contribution Statement – Page 1 of 2)

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

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

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

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

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

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

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

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

Signature: _____

Printed Name: _____

Title: _____

Name of Business/Company: _____

FOR CITY CLERK'S USE ONLY.

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

Applicable campaign contributions were disclosed in writing above, and prior to the award of the contract, the following statements were verbally made at the City Commission Meeting on the _____ day of _____, 2022.

Check all that apply.

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

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

(Campaign Contribution Statement – Page 2 of 2)



EXHIBIT "H"

RFP No. 2022-01

NARRATIVE QUESTIONNAIRE

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

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

1. Has your contractor's license been revoked at any time in the last five (5) years?
Yes _____ No _____
2. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was in default within the last five (5) years.
Yes _____ No _____
3. At any time during the last five (5) years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project or bidding of performance of a government contract?
Yes _____ No _____
4. List all Florida construction license numbers, classifications and expiration dated of the Florida contractor license held by your firm:

5. If any of the firm's license(s) are held in the name of a corporation or partnership, list the names of the qualifying individual(s) listed on the Department of Business and Professional Regulations (DPBR) Construction Industry Licensing Board (CILB) records who meet the experience and examination requirements for each license
6. Has your firm changed names or license number in the past five (5) years?
Yes _____ No _____
If "yes" explain on a separate signed page, including the reason.
7. Has any owner, partner or officer of your firm operated a construction firm under any other name in the last five (5) years?
Yes _____ No _____
If "yes" explain on a separate signed page, including the reason.

8. Has any CILB held by your firm and/or employee been suspended within the last five (5) years?
Yes _____ No _____
If "yes" explain on a separate signed page, including the reason.
9. At any time in the last five (5) years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?
Yes _____ No _____
If "yes", explain on a separate signed page, identifying all such projects by owner, owner's address and date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.
10. In the last five (5) years has your firm or any firm with which any of your company's owners, officer's or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on or completing, any government agency or public works projects for any reason? **Note: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position?**
Yes _____ No _____
If "yes", explain on a separate signed page. State whether the firm involved was the firm applying for qualification in this ITB or ANOTHER FIRM. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project and the basis for the action.
11. In the past five (5) years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?
Yes _____ No _____
If "yes", on a separate signed page, identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or if resolved, a brief description of the resolution).
12. In the last five (5) years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
Yes _____ No _____
If "yes" explain on a separate signed page. Name of insurance carrier, the form of insurance and the year of refusal.
13. Does your firm have the ability to conduct business with three (3) City projects and three (3) projects outside the City contract on a concurrent basis?
Yes _____ No _____

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

PROJECT: CITY OF PAHOKEE REPLACEMENT & INSTALLATION OF NEW SIDEWALKS

OWNER: CITY OF PAHOKEE

CONTRACTOR: _____

THIS AGREEMENT is made this _____ day of _____, 2022 by and between the CITY OF PAHOKEE (OWNER) and _____ (CONTRACTOR) to perform the Work identified in Article _____ in accordance with the Project's Contract Documents.

Article 1

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

PAYMENT SCHEUDLE

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

PROMPT PAYMENT CLAUSE

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

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

Article 2

SCOPE OF WORK.

- (a) CONTRACTOR shall furnish necessary labor, materials, services, tools, equipment and other things necessary to fully perform and complete the Work in cooperation with the other trades in a good and workmanlike manner to the satisfaction and acceptance of OWNER and perform all the Work as set forth herein (hereinafter referred to as the "Work").
- (b) No claim shall be made due to minor variations in the actual conditions of the premises from what is shown on the plans. CONTRACTOR shall examine the premises, note and ascertain the existing conditions at the site and the nature and location of the Work. All Work affected or governed thereby or required for the thorough and satisfactory execution and completion of his Work, whether indicated or specified or not, and regardless of quantity estimated, shall constitute part of this Contract and shall be performed without extra charge.
- (c) CONTRACTOR agrees to commence CONTRACTOR's Work herein described upon notification by OWNER, and to perform and complete such Work in accordance with Contract Documents and under the general direction of OWNER in accordance with CONTRACTOR'S schedule. This shall include all work necessary or incidental to complete the: See Exhibit "A" - Specification of Work

Article 3

SCHEDULE OF WORK.

- (a) CONTRACTOR hereby acknowledges that time is of the essence with respect to the OWNER's completing the Project and that such completion is substantially dependent upon CONTRACTOR's performance of this Contract on or before the dates set forth in the Progress Schedule. Time, therefore, is of the essence in this Contract.
- (b) CONTRACTOR shall turn the Work over to OWNER in good condition and free and clear of all claims or liens arising from the performance of the Contract, and shall, at his expense, defend all suits and pay all claims arising from his performance of this Contract.
- (c) CONTRACTOR covenants and agrees that he shall not employ any labor which will interfere with labor harmony at the job site or with the introduction and storage of materials and execution of Work by other contractors. If CONTRACTOR breaches this covenant and such breach shall cause a stoppage of Work at the job site, CONTRACTOR shall be liable for all damages suffered by OWNER caused by such delay in completing the job.
- (d) CONTRACTOR shall, prior to submission of his first requisition for payment, supply to OWNER the name, address and telephone number of every supplier or subcontractor furnishing materials and/or labor to CONTRACTOR for the Work covered herein and a cost breakdown of this Contract.

- (e) CONTRACTOR shall comply with all laws, ordinances and regulations relating to the manner of doing the work or to the supplying of the material at the job site, and shall provide safe working conditions for his employees, other employees and the public.
- (f) If any part of CONTRACTOR's work depends for proper execution or results upon the work of any other contractor, CONTRACTOR shall inspect and promptly report to OWNER any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of CONTRACTOR'S work.
- (g) Time is of the essence. CONTRACTOR shall provide OWNER with any requested scheduling information of CONTRACTOR's Work. The Schedule of Work, including that of this Contract shall be prepared by OWNER and may be revised as the Work progresses. CONTRACTOR recognizes that changes may be made in the Schedule of Work and agrees to comply with such changes without additional compensation. CONTRACTOR shall coordinate its work with all other contractors, subcontractors, and suppliers on the Project so as not to delay or damage their performance, work, or the Project.

Article 4

CHANGES.

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

Article 5

FAILURE OF PERFORMANCE.

- (a) Should CONTRACTOR at any time fail to prosecute and complete the Work in accordance with the Progress Schedule or as herein provided or fail to diligently and continuously perform his Work, or if in the opinion of OWNER the Work of CONTRACTOR cannot be completed in the time period set forth, or if OWNER is notified of CONTRACTOR'S failure to pay for any material or labor used on the Project, or in the event of a strike or stoppage or Work resulting from a dispute involving or affecting the labor employed by CONTRACTOR, or if CONTRACTOR fails to perform any of the requirements herein, then such event shall be deemed a default and OWNER shall notify CONTRACTOR to correct such default and shall specify in such notice the action to be taken and a reasonable date by which the default shall be corrected.
- (b) If a default occurs and is not corrected on or before the date specified in the notice to CONTRACTOR, OWNER shall be entitled to exercise either or both of the following remedies as well as any other remedies available, including but not limited to binding and consolidated arbitration and litigation in a court of law.
 - (1) OWNER may immediately take any action necessary to correct such default, including specifically the right to provide labor, overtime labor and materials and may deduct the cost of correcting such default from payment due, or that may become due to CONTRACTOR.
 - (2) OWNER may terminate this Contract and the employment of CONTRACTOR, take possession of CONTRACTOR'S materials, tools and equipment used in performing such Work, and employ another contractor or use the employees of OWNER to finish the remaining Work to be performed hereunder. OWNER may deduct the costs of completing the remaining work from the unpaid contract price, and if the cost of completing the remaining Work exceeds the unpaid Contract amount, CONTRACTOR shall pay to OWNER such excess costs, including but not limited to overhead and attorney's fees.
- (c) OWNER, in any such event may also refrain from making any further payments under this Contract to CONTRACTOR until the entire project shall be fully finished and accepted by OWNER, at which time, if the unpaid balance of the amount to be paid under this Contract shall exceed the expense incurred by OWNER to CONTRACTOR, but if such expenses and damages shall exceed such unpaid balance, CONTRACTOR shall promptly pay the difference to OWNER. If OWNER does not terminate the right of CONTRACTOR to proceed, CONTRACTOR shall continue with the balance of the Work. If OWNER is damaged by reason of any breach by CONTRACTOR of this Contract, the CONTRACTOR shall, subject to any defenses and offsets to which CONTRACTOR may be entitled under this Contract, pay OWNER such damages.

Article 6

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

Prior to commencing work, CONTRACTOR shall procure and maintain in force at CONTRACTORS expense until the completion and final acceptance of the Work, the following insurance from companies satisfactory to OWNER in the indicated amounts. Workers' Compensation Insurance and Employees Liability Insurance, Comprehensive General Liability Insurance (\$1,000,000.00 combined single limit) including premises-operation, independent contractors, products completed, operations hazard with contractual coverage and Comprehensive Automobile Liability Insurance (\$1,000,000.00 combined single limit and \$1,000,000.00 umbrella policy) and shall furnish to OWNER duplicate of original copies of insurance certificates evidencing compliance with the foregoing insurance requirements, naming OWNER as additional insured. All policies shall provide for ten (10) day cancellation or change notice to OWNER in the event of any change in or cancellation of said policies. The indemnification obligations under Section 5a shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR under Workers' Compensation Acts, Disability Benefit Acts or Other Employee Benefits Acts.

Article 7

INDEMNIFICATION.

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

Article 8

WARRANTY.

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

Article 9

SPECIAL PROVISIONS.

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

CONTRACTOR

CITY OF PAHOKEE
"OWNER"

X _____
BY:
CONTRACTORS Federal
Tax ID Number: _____

By: _____
Keith W. Babb, Jr., Mayor

ATTESTED:

By: _____
Tijauna Warner, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Burnadette Norris- Weeks, City Attorney

EXHIBIT "A"

Specification of Work

Street/Sidewalk Location	Linear Ft
Selected sections of Begonia Drive from Bacom Point Road to 3 rd Street	1300

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

[Http://www.fdot.gov/programmanagement/Implemented/SpecBooks/January2018/JANUAR2018BK.shtm](http://www.fdot.gov/programmanagement/Implemented/SpecBooks/January2018/JANUAR2018BK.shtm)