



City of Milton

P.O. Box 909, MILTON, FL 32572

Phone: (850) 983-5438 ∞ Fax: (850) 983-5415

MEMORANDUM

TO: Interested Parties
FROM: Diane Ebentheuer, Purchasing Officer
RE: ITB 2022.13 Carpenters Park Boardwalk
DATE: October 27, 2022

Notice is hereby given that the City of Milton will receive sealed bids for ITB 2022.13 Carpenters Park Boardwalk. The documents contain the necessary information for preparing and submitting your bid for this effort.

Information is available on the City's web page at <https://MiltonFL.org/322/Purchasing>. There you may also register thru VendorRegistry.com (there is no charge to join); and/or thru BidNetDirect.com/florida/city-of-milton (there is no charge to join); and/or thru DemandStar.com (there is no charge to join); and/or [Office of Supplier Diversity](#).

All must review the Scope of Services and Project Description as described in this document to ensure their ability to perform as indicated.

The deadline for submitting your sealed bid is:

Wednesday, November 30, 2022 at 2:00 p.m., (CST)

Delivered: City of Milton, 6738 Dixon Street, Milton, Florida, 32570

Mailed: City of Milton, P.O. Box 909, Milton, FL 32572

A PRE-BID MEETING & SITE VISIT (**mandatory**) will be held on Thursday, November 10, 2022 at 9:00 a.m. CST at City Hall, 6738 Dixon Street, Milton, FL 32570: Contact Diane Ebentheuer by phone at 850-983-5438 or email at debentheuer@miltonfl.org.

Questions should be submitted in writing and directed to the Purchasing Department at (850) 983-5438; or by e-mail to DEbentheuer@miltonFL.org by Monday, November 14, 2022 at 2:00 p.m. Answers will be posted by Wednesday, November 16, 2022 at 2:00 p.m. (CST)

Interpretations, clarification of specifications, and requirement or changes to the documents which have a material effect will be documented and communicated only by written addendum posted on the City web page, Vendor Registry, Bid Net Direct, and DemandStar. All are responsible for checking for any addendums that may be issued, and to obtain such addendums.

Diane Ebentheuer

Diane Ebentheuer, Purchasing Officer

INSTRUCTIONS

ITB 2022.13 Carpenters Park Boardwalk

I. **Deadlines/Dates:**

- Invitation to Bid Published: October 27, 2022
- Pre-Bid Meeting (**Mandatory**) Thursday, Nov 10, 2022 at 9:00 a.m. (CST)
- Questions Deadline: Monday, Nov 14, 2022 @ 2:00 p.m. (CST)
- Answers Posted by: Wednesday, Nov 16, 2022 @ 2:00 p.m. (CST)
- **Bids Due: Wednesday, Nov 30, 2022 @ 2:00 p.m. (CST)**

II. **Contact Information:**

Contact: Diane Ebentheuer, Purchasing Officer
Phone: (850) 983-5438
Email: DEbentheuer@miltonFL.org

III. **Bids Must be Complete and Include:**

1. Bidder's/Proposer's Declaration (page 3-4)
2. Bid Form (pages 5-6)
3. Attachment C – Additional Bid Forms to be submitted with bid (10 forms)
4. Bid Bond (*see page 8 of this document /# D*)

IV. **Copies:** Please provide one (1) electronic copy, one (1) original, and four (4) copies of your bid/proposal.

V. **Faxed or emailed submittals are not accepted.**

Sealed bids can be mailed to:

City of Milton
Purchasing Department
P. O. Box 909
Milton, FL 32572

or delivered to:

City of Milton
Purchasing Department
6738 Dixon Street
Milton, FL 32570

Submittals must be sealed and marked:

To: CITY OF MILTON

VENDOR Name: _____

SEALED BID * DO NOT OPEN

Sealed ITB#: 2022.13

Title: ITB 2022.13 Carpenters Park Boardwalk

DUE DATE/TIME: November 30, 2022 / 2:00 p.m. (CST)



BIDDER'S/PROPOSER'S DECLARATION

ITB 2022.13 Carpenters Park Boardwalk

The bidder/proposer understands, agrees, and warrants:

1. These items apply to and become a part of the terms and conditions of the bid/proposal submitted. Any exceptions must be in writing.
2. All bids submitted shall be subject to acceptance or rejection. The City of Milton specifically reserves the right to accept or reject any or all bids, to waive any technicalities and formalities in the bid process, and to award the bid in part or in any manner deemed to be in the best interest of the City.
3. All proposals submitted shall be subject to acceptance or rejection. The City of Milton specifically reserves the right to accept or reject any or all proposals, to waive any technicalities and formalities in the proposal process, and to award the proposal in part or in any manner deemed to be in the best interest of the City.
4. The City of Milton is exempt from sales tax.
5. Contractors are responsible for any sales tax on purchases for the project.
6. The City of Milton will receive sealed bids/proposals from interested parties at its offices located at City Hall, Milton, Florida. Any submittal received after the deadline will **not** be considered.
7. Bids/proposals will be publicly opened and read at the City of Milton, City Hall on the day and at the hour specified.
8. The City of Milton may consider as non-responsive, any bid/proposal in which there is an alteration of, or departure from the bid/proposal form hereto attached.
9. The bid/proposal will be awarded to the lowest most responsive reliable firm complying with the conditions of the bid/proposal. The firm to whom award is made will be notified as soon as possible. The City of Milton reserves the right to reject the bid/proposal of a firm who has previously failed to perform properly or complete on time, contracts of a similar nature, or the bid/proposals of a firm who, in the sole opinion and discretion of the City of Milton is not in a position to perform the contract, or whose name appears on the United States Comptroller General's list of ineligible contractors.
10. The City of Milton reserves the right to award to multiple vendors.
11. Interested Parties shall submit all required forms and information simultaneously with their sealed bid/proposal. Forms and information become a part of the property of the City of Milton and will not be returned to the firm unless a written request to withdraw is received prior to opening of bids/proposals.
12. For Bids-Additional Quantities: For a period not exceeding twelve (12) months from the day of the solicitation opening, the right is reserved to purchase any number of additional items at the prices offered in this solicitation. If additional quantities are not acceptable, the bid form shall be noted "offer is for specified quantity only."
13. **For Bids/NOTE:** Unless stated on the bid form, the bid submitted will assume all specifications will be met. Please note all exceptions on the bid form.
14. The successful bidder/proposer will be required to submit additional forms, which are available on the City's website at <https://MiltonFL.org/322/Purchasing> at the bottom of the page.
 - Certificate of Non-Discrimination
 - W-9 Taxpayer Identification Number

- Vendor Application
 - Certificates for Liability, Vehicle, and Worker’s Comp Insurance.
(City is to be named as additional insured.) Limitations are listed online.
 - Prompt Payment Affidavit
15. That they have carefully read and fully understand the full scope of the specifications.
 16. That they have the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
 17. All bidders/proposers are responsible for checking for any addendums that may be issued. Addendums are posted on the City web page, Bid Net Direct, and Vendor Registry.
 18. If required- That they have Liability Insurance, and/or Vehicle and Workers Comp Insurance. (A declaration of insurance form must be provided before any work will begin.)
 19. (Service Contracts Only) Pursuant to Florida Statute 119, the contractor must follow all public records law. **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 (850)983-5402, CityClerk@MiltonFL.org OR P.O. BOX 909, MILTON, FL 32572.** A contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Florida Statute 119.10.
 20. **For all Contracts - Contractors should take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.** (Appendix II Part 200 of 2 CFR 200 (B) gov.info)
 21. That this bid/proposal may be withdrawn by requesting such withdrawal in writing at any time prior to opening date, but may not be withdrawn after such date and time.
 22. That by submission of this bid/proposal the firm acknowledges that the City of Milton has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the firm.
 23. If a partnership, a general partner must sign. If a corporation, the authorized corporate officer(s) must sign, and the corporate seal must be affixed to this bid/proposal.
 24. Recommendations are posted on city web page via agendas prior to award.
 25. Any protests are handled per the City’s Purchasing Policy and F.S. 120.57(3).

BIDDER: _____
Company Name

Address/City/Zip

_____	_____
Phone	Email

_____	_____
Contact Name	Title

_____	_____
Company Representative <u>Signature</u>	Date

BID FORM
ITB 2022.13 Carpenters Park Boardwalk

<u>Bid Schedule</u>						
For						
Carpenter's Park Boardwalk						
ITEM NO.	SUPPLIES / SERVICES	SPEC NO.	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Clearing and Grubbing	2	1	Job	XXXXXXXX	
	Within work area. Also includes current condition documentation.					
2	Structure Removal	3	1	Job	XXXXXXXX	
	Misc. Concrete Pads					
3	Structure Removal	3	1	Job	XXXXXXXX	
	Miscellaneous, Street Signs, Reflectors, Mailboxes, etc...					
4	Pollution Control	5	1	Job	XXXXXXXX	
	Prepare Erosion Control Plan					
5	Pollution Control	5	1	Job	XXXXXXXX	
	Silt Fence, Hay Bales, Turbidity Curtains, Dust Control , etc.					
6	Mobilization and Demobilization	8	1	Job	XXXXXXXX	
7	Traffic Control	9	1	Job	XXXXXXXX	
N/A	Water for Construction	10	XXXXXXXX	Subsidiary	XXXXXXXX	<u>XXXXXXXXXX</u>
	Subsidiary to concrete, compaction, etc...					
N/A	Excavation	21	XXXXXXXX	Subsidiary	XXXXXXXX	<u>XXXXXXXXXX</u>
	Subsidiary to Geotextile					
N/A	Earthfill	23	XXXXXXXX	Subsidiary	XXXXXXXX	<u>XXXXXXXXXX</u>
	For Installation of Improvements					
8	Structure Concrete	32	545	Sq. Ft.		
	Sidewalks					
9	Rock Riprap	61	5251	Sq. Ft.		
	Bedding Stone - 2" to 6"					
10	Metal Fabrication and Installation	81	1	Job	XXXXXXXX	
	Handrail Along Ramp					
11	Metal Fabrication and Installation	81	1	Job	XXXXXXXX	
	Install Misc. Signs (Street Name, Speed, Stop, Reflectors, etc)					
12	Timber Fabrication and Installation	83	5251	Sq. Ft.		
	Timber Pedestrian Boardwalk					
N/A	Geotextile	95	XXXXXXXX	Subsidiary	XXXXXXXX	<u>XXXXXXXXXX</u>
	Subsidiary to Bedding Stone					
13	Vegetative Measures	440	1	Job	XXXXXXXX	
	Argentine Bahia Sod					
				Total =		

Acknowledgement of Addendums: _____ *(list numbers or N/A)*

Additional Costs, Special Exceptions, Notes or Comments:

The undersigned agrees to the above terms and conditions.

BIDDER: _____

Company Name

Address/City/Zip

Phone

Email

Contact Name

Title

Company Representative Signature

Date

PURPOSE, SCOPE OF WORK, AND QUALIFICATIONS
ITB 2022.13 Carpenters Park Boardwalk

A. GENERAL INFORMATION:

The City of Milton is seeking a contractor for site work, and construct a boardwalk (clearing grubbing, and build boardwalk) at the City's Carpenters Park as detailed in **Attachment A.**

Summary of Construction Specifications:

2. Clearing and Grubbing
3. Structure Removal
5. Pollution Control
8. Mobilization and Demobilization
9. Traffic Control
10. Water for Construction
21. Excavation
23. Earthfill
32. Structure Concrete
61. Rock Riprap
81. Metal Fabrication and Installation
83. Timber Fabrication and Installation
95. Geotextile
440. Vegetative Measures
522. Aggregates for Portland Cement Concrete
523. Rock for Riprap
532. Supplementary Cementitious Materials
553. Ductile Iron Pipe
581. Metal
582. Galvanizing
584. Structure Timber and Lumber
585. Wood Preservatives and Treatment
592. Geotextile

Note: This is a federally funded project by: Land and Water Conservation Fund Grant. (LWCF). Contractor is responsible for special conditions in Draft Contract Agreement (see Attachment D in exhibit E)

Reference 5 Attachments:

- Attachment A – Construction Specifications
- Attachment B – Drawings
- Attachment C – Additional Bid Forms to be submitted with bid (10 Forms)

After Award:

- Attachment D – After Award -Draft of Federal Contract Agreement
- Attachment E – After Award - Forms due with Contract

B. LIQUIDATED DAMAGES: \$200.00 per day.

C. CONTRACT TIME COMPLETION: 120 days.

D. BID BOND GUARANTEE:

Each Bid must be accompanied by a BID BOND payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been checked and compared, the OWNER will return the BONDS of all except the three lowest BIDDERS. When the AGREEMENT is executed, and the PAYMENT and PERFORMANCE BONDS have been executed and approved, the BID BONDS of the remaining BIDDERS will be returned. A certified check may be used in lieu of the BID BOND.

Each bidder shall guarantee, that they will not withdraw his/her bid for a period of 90 days after the bids have been opened.

E. PERFORMANCE and PAYMENT BOND:

A PERFORMANCE BOND and PAYMENT BOND each in the amount of 100 percent of the contract price, with a corporate surety approved by OWNER, will be required for the faithful performance of the contract, when the AGREEMENT is executed. Attorneys-in-fact who sign PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a current certified copy of their power of attorney.

Certificate of Insurance, as specified herein, shall be submitted at the time of signing the AGREEMENT.

The BIDDER to whom the contract is being awarded will be required to execute the AGREEMENT and obtain the PERFORMANCE BOND, PAYMENT BOND, and Insurance on or before ten (10) calendar days following delivery of the notice of award to the BIDDER. If the BIDDER fails to properly execute the AGREEMENT or obtain the required PERFORMANCE BOND, PAYMENT BOND, or Insurance within the allotted time, the OWNER may consider the BIDDER in default.

The OWNER, after receipt of acceptable PERFORMANCE BOND, PAYMENT BOND, Insurance Certificates and the AGREEMENT signed by the CONTRACTOR to whom the contract is being awarded, shall sign the AGREEMENT and return to such CONTRACTOR an executed duplicate of the AGREEMENT.

The CONTRACTOR shall thereupon record the PAYMENT and PERFORMANCE BONDS at the Santa Rosa County Clerk of Court's office and return the recorded originals to the OWNER within seven (7) days.

The NOTICE TO PROCEED shall be issued within ten (10) days of the receipt of the recorded bonds by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and the CONTRACTOR.

If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT by written notice to the owner.

F. LICENSES: General Contractor

G. RESOURCES: (Drawings- Site Plan - See Attachment B)

H. INSURANCE REQUIREMENTS:

Contractor shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, the City of Milton shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Contractor shall carry the following limits of liability as required below: Dollar amounts may change in accordance with the event or project. Events may include Food and liquor liability.

1. Commercial General Liability - ISO CG 001 Form or equivalent.

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal/advertising Injury	\$1,000,000
Fire Damage (Any One Fire)	\$50,000
Medical Payments (Any One Person)	\$5,000

2. Automobile Liability

Bodily Injury/Property Damage	\$1,000,000 each accident
Personal Injury Protection (PIP)	Statutory

3. Workers' Compensation

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability):	
➤ Each Accident	\$100,000
➤ Disease-Each Employee	\$500,000
➤ Disease-Policy Limit	\$100,000

I. FORCE MAJEURE:

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting there from.

J. MODIFICATIONS:

Modifications to provisions of this contract shall only be valid when they have been rendered in writing and duly signed by both parties. The Parties agree to negotiate this contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this contract necessary.

K. TERMINATION:

This contract may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the vendor will be paid for all costs incurred and hours worked up to the time of termination.