



MEMORANDUM
from the
PURCHASING DIVISION

TO: Jack Andrews, City Engineer

THROUGH: Gelencia Carter, Purchasing Manager

FROM: Monica Gonzales, Purchasing Specialist

SUBJECT: Bid No. 2020-025~ Indian Hills Recreation Area Multi~ Use Trail Improvements

DATE: March 26, 2020

City of East Pierre

MAR 26 2020
Engineering Dept.

MG

Attached is the tabulation sheet and copies of each bid submittal for the above referenced bid. The file is available for review in the Purchasing Division.

The invitation was sent to 258 vendors. Nineteen (19) vendors requested specifications with five (5) responding (26.31%) plus 0 “No Bid” (26.31% total response).

Recommendation of award memo should be forwarded to the Purchasing Division (copy to Director of Finance) prior to submitting an agenda item.

Expiration date is **June 17, 2020**. Commission approval must be completed by this date.

/mg

Attachment

cc: Johnna Morris, Director of Finance (Memo Only)
File



THE SUNRISE CITY
FORT PIERCE
PURCHASING
DEPARTMENT

FORT PIERCE
Florida

**CITY OF FORT PIERCE
TABULATION OF BIDS**

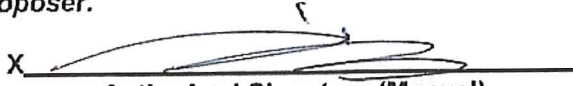
"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

BID ON:	INDIAN HILLS RECREATION AREA MULTI ~ USE TRAIL IMPROVEMENTS
BID NUMBER:	2020-025
DATE:	3/25/2020 @ 3:00 PM
RECOMMENDED AWARD:	Pending.

RESPONSE
3 of 5 = 60 %
0 "No Bids"
Total = 60 %

VENDOR	BID BOND	CONSTRUCTION TOTAL	ALTERNATE BID TOTAL
South Florida Builders dba Marina & Site Contractors, Inc Hobe Sound, FL	10%	\$495,745.50	\$359,576.00
PRP Construction Group, LLC Indiantown, FL	10%	\$512,933.00	\$390,525.00
XGD Systems, LLC Stuart, FL	10%	\$538,852.75	\$317,436.50
Boromei Construction, Inc Okeechobee, FL	10%	\$559,835.00	\$349,250.00
American Design Engineering Construction, Inc Weston, FL	10%	\$761,937.48	\$15,811.50

PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CALL THE PURCHASING DEPARTMENT WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.

<p>DELIVER TO: City of Fort Pierce, Purchasing Division, Room 101 100 North U.S. #1 Fort Pierce, FL 34950</p> <p>MAIL TO: City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480</p>	<p>INVITATION TO BID</p> <p>and</p> <p>BIDDER ACKNOWLEDGMENT</p>
<p>Bid Writer: Gelencia Carter, 772-467-3749</p>	<p>Bid No: 2020-025</p>
<p>Mandatory Pre-Bid Conference Date: N/A</p>	<p>Bid Title: INDIAN HILLS RECREATION AREA MULTI-USE TRAIL IMPROVEMENTS</p>
<p>Mandatory Pre-Bid Conference Location: N/A</p>	<p>Bid Opening Location: Purchasing Division, Room 101 100 North U.S. #1 Ft. Pierce, Florida 34950</p>
<p>Bid Due Date & Time: 3:00 PM, WEDNESDAY, MARCH 25, 2019</p>	<p>If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.</p>
<p>Bidder Name: <u>South Florida Building DBA BPE Marine & Site Contract</u></p> <p>Mailing Address: <u>11718 SE Federal Hwy</u> <u>Suite 222</u> <u>Hobe Sound FL 33455</u></p>	<p><i>I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.</i></p> <p>X  Authorized Signature (Manual)</p>
<p>City, State, Zip Code: <u>Hobe Sound FL 33455</u></p>	<p>Typed or Printed Name: <u>Stephen Zippi</u></p>
<p>Type of Entity (Place a check or X): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship</p>	<p>Title: <u>V.P.</u></p>
<p>Incorporated in the State of: <u>FL</u> Year: <u>2015</u></p>	<p>Delivery in <u>?</u> days, ARO</p>
<p>Phone Number: <u>561-510-3800</u></p>	<p>Payment Terms: Net 30 Days</p>
<p>Fax Number: <u>N/A</u></p>	<p>FEIN or SS Number: <u>47-3298344</u></p>
<p>E-Mail Address: <u>SteveJ@BPEmarineandsite.com</u></p>	<p>Local Business: <input type="checkbox"/> Y <input type="checkbox"/> N MWBE: <input type="checkbox"/> Y <input type="checkbox"/> N</p>
<p>Bid Security is attached, when required, in the amount of \$ <u>10% of Bid Amount</u> F.O.B. DESTINATION</p>	<p>If returning as a "No Bid" state reason:</p>
<p>THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID</p>	

INDIAN HILLS RECREATION AREA MULTI-USE TRAIL IMPROVEMENTS
February 3, 2020

TRAIL CONSTRUCTION

Item No.	Description	Units	Quantity	Unit Price	Amount
101-1	MOBILIZATION/BOND	LS	1	35,122.50	\$ 35,122.50
101-2A	MATERIAL TESTING	LS	1	4,200. ⁰⁰	\$ 4,200
102-1	MAINTENANCE OF TRAFFIC	LS	1	950. ⁰⁰	\$ 950
104-2	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	1,700. ⁰⁰	\$ 1,700
108-1	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	20,400	\$ 20,400
110-1-1	CLEARING & GRUBBING	LS	1	1,500. ⁰⁰	\$ 1,500
110-4-10	REMOVAL OF EXISTING CONCRETE SIDEWALK	SY	386	27. ⁰⁰	\$ 20,422
120-1A	EXCAVATION AND EMBANKMENT	LS	1	37,900. ⁰⁰	\$ 37,900. ⁰⁰
160-4	STABILIZATION, TYPE "B"	SY	6,300	2. ⁰⁰	\$ 12,600. ⁰⁰
480-11	STRAIGHT BACK BENCH (6') (RELOCATE)	EA	2	500. ⁰⁰	\$ 1,000. ⁰⁰
480-51	BIKE RACK (RELOCATE)	EA	1	500. ⁰⁰	\$ 5,000. ⁰⁰
480-61	TRASH RECEPTACLE (RELOCATE)	EA	1	500. ⁰⁰	\$ 500. ⁰⁰
519-78	BOLLARD (REMOVEABLE)	EA	3	400	\$ 1,200
522-2	CONCRETE SIDEWALK (TRAIL) 6" THICK - BROOM FINISH	SY	6,600	48.50	\$ 320,100
550-10-111	2-RAIL SPLIT RAIL FENCE (4') (MODIFY)	LF	20	50	\$ 1,000
570-1-2	PERFORMANCE SOD 9BAHIA)	SY	11,100	2.61	\$ 28,971
585-1-1	MULCH (3" THICK) (PINE STRAW)	CY	250	31.32	\$ 7,830
700-1-11	SINGLE POST SIGN (F&I) (UP TO 12 SF)	EA	2	375	\$ 750
TRAIL CONSTRUCTION TOTAL:					\$ 495,745.50

BID ALTERNATE					
	Description	Units	Quantity	Unit Price	Amount
522-2A	CONCRETE SIDEWALK ROCK SALT FINISH	SY	6350	56.62	\$ 359,576. ⁰⁰
BID ALTERNATE TOTAL					\$ 359,576.⁰⁰

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is Bid Response Form completed, signed and attached?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
W-9 Form completed, signed and attached?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Include proof of proper licensing as stated in bid documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Include proof of proper insurance as stated in bid documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bid envelope is marked accordingly.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is Drug-Free Work Place form signed and enclosed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are three (3) complete bid packages included (1 original and 2 copies)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is each Bid Addendum (when issued) signed and included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PLEASE SIGN AND RETURN WITH BID _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. South Florida Building, Inc. dba BDI Marine</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p>5 Address (number, street, and apt. or suite no.) See instructions. 11718 SE Federal Hwy #222</p> <p>6 City, state, and ZIP code Hobe Sound, FL 33455</p> <p>7 List account number(s) here (optional)</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small></p> <p>Requester's name and address (optional) City of Fort Pierce Attn: Purchasing Department 100 North U.S. Hwy 1 Fort Pierce, FL 34950</p>
--	---

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	7	-	3	2	9	8	3	4	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 3/24/20
------------------	----------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

2019 - 2020

MARTIN COUNTY
BUSINESS TAX RECEIPT

Honorable Ruth Pietruszewski CFC, Tax Collector
3485 S.E. Willoughby Blvd., Stuart, FL 34994
(772) 288-5604

Lic Fee 26.25
Penalty 2.63
Coll-Fee 6.60
Transfer 0.00

Account 2015-513-0986 Cert CGC1523076
Category 513 Sic No 236115
Phone (561)612-4300
Location 2885 SE SAINT LUCIE BLVD



TOTAL 35.48
ZIPPI, STEPHEN

SOUTH FLORIDA BUILDING, INC

Has satisfied requirements to engage in the business profession
or occupation of 513 GENERAL CONTRACTOR
at location listed for the period beginning on
December 18, 2019

BUILDING DESIGNS, INC
SOUTH FLORIDA BUILDING, INC
2885 SE SAINT LUCIE BLVD
STUART, FL 34997

AND ENDING September 30, 2020

INT-19-00018069 PAID

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE.

ANYONE DOING BUSINESS WITHOUT A VALID BUSINESS TAX RECEIPT IS
SUBJECT TO A \$250 FINE. IF NOT PAID BY SEPT. 30th, A DELINQUENT PENALTY OF 10%
FOR THE MONTH OF OCTOBER, PLUS A 5% PENALTY FOR EACH MONTH THEREAFTER
UP TO 25%, PLUS COLLECTION COSTS WILL APPLY.

NOTE: A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS BUSINESS TAX RECEIPT
EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.



BUILD-1

OP ID: SA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stuart Insurance, Inc. 3070 S W Mapp Palm City, FL 34980 Patrick McGlon	772-286-4334	CONTACT NAME: Margaret Kless PHONE (A/C, No, Ext): 772-286-4334 E-MAIL ADDRESS: mkless@stuartinsurance.net FAX (A/C, No): 772-286-9389													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: StarStone National Insurance</td> <td></td> </tr> <tr> <td>INSURER B: GEMINI INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER C: American Zurich Insurance Comp</td> <td></td> </tr> <tr> <td>INSURER D: Evanston Insurance Company</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: StarStone National Insurance		INSURER B: GEMINI INSURANCE COMPANY		INSURER C: American Zurich Insurance Comp		INSURER D: Evanston Insurance Company		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: StarStone National Insurance															
INSURER B: GEMINI INSURANCE COMPANY															
INSURER C: American Zurich Insurance Comp															
INSURER D: Evanston Insurance Company															
INSURER E:															
INSURER F:															

INSURED
 South Florida Building, Inc.
 d/b/a Building Designs, Inc.
 d/b/a BDI Marine Contractors
 11718 SE Federal Hwy #222
 Hobe Sound, FL 33455

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		X	VGGP004069	04/21/2019	04/21/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPIOP AGG	\$ 2,000,000
								\$
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EZXS3014839	10/09/2019	04/21/2020	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	T10180749	08/01/2019	08/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER	\$ 1,000,000
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 250,000
A	Longshore & Harbor			FORM: WC 00 01 06 A	08/01/2019	08/01/2020	Rented	
C	Rented/Leased			EC13632338	04/21/2019	04/21/2020	Equipment	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Fort Pierce Members, Officials, Officers, and Employees are listed as additional insureds.

CERTIFICATE HOLDER City of Fort Pierce Attn: Risk Manager 100 North US 1 Fort Pierce, FL 34954	CITYF-4	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE <i>Patrick MacLellan</i>



VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)
03/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

PRODUCER State Farm Insurance 101 W Indiantown Rd, Ste 101 Jupiter FL 33458	CONTACT NAME: H Bowman PHONE (A/C, No, Ext): 561-744-4770 E-MAIL ADDRESS: holly@stevedouglas.org PRODUCER CUSTOMER ID #:	FAX (A/C, No): 561-744-4370	
	INSURER(S) AFFORDING COVERAGE		
INSURED Building Designs, Inc dba South Florida Building PO Box 168 Thornton PA 19373-0168	INSURER A: State Farm Mutual Automobile Insurance Company		NAIC # 25178
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

DESCRIPTION OF VEHICLE OR EQUIPMENT

YEAR	MAKE / MANUFACTURER	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER
2017	Ram	Promaster	Van	3C6TRVDG9HE521090
DESCRIPTION			VEHICLE/EQUIPMENT VALUE	SERIAL NUMBER
			\$	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	Y	<input checked="" type="checkbox"/> VEHICLE LIABILITY	E41 2731-B01-59A	02/01/2020	08/01/2020	COMBINED SINGLE LIMIT	\$
		<input type="checkbox"/> GENERAL LIABILITY				BODILY INJURY (Per person)	\$ 1000000
		<input type="checkbox"/> OCCURRENCE				BODILY INJURY (Per accident)	\$ 1000000
		<input type="checkbox"/> CLAIMS MADE				PROPERTY DAMAGE	\$ 1000000
						EACH OCCURENCE	\$
						GENERAL AGGREGATE	\$
							\$
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE	
		<input type="checkbox"/> VEH COLLISION LOSS				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
						<input type="checkbox"/> STATED AMT	\$ DED
		<input type="checkbox"/> VEH COMP <input type="checkbox"/> VEH OTC				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
						<input type="checkbox"/> STATED AMT	\$ DED
		EQUIPMENT				<input type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ LIMIT
		<input type="checkbox"/> BASIC <input type="checkbox"/> BROAD				<input type="checkbox"/> RC <input type="checkbox"/> STATED AMT	\$ DED
		<input type="checkbox"/> SPECIAL				<input type="checkbox"/>	\$

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL INTEREST

Select one of the following:

The additional interest described below has been added to the policy(ies) listed herein by policy number(s).

A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).

VEHICLE / EQUIPMENT INTEREST: LEASED FINANCED

NAME AND ADDRESS OF ADDITIONAL INTEREST

City of Ft. Pierce
 Attn: Purchasing Depy
 100 North US Hwy One
 Ft Pierce FL 34950

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

DESCRIPTION OF THE ADDITIONAL INTEREST

ADDITIONAL INSURED LOSS PAYEE

LENDER'S LOSS PAYEE

LOAN / LEASE NUMBER

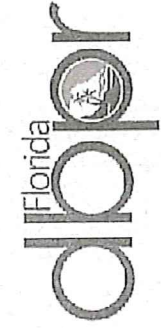
AUTHORIZED REPRESENTATIVE

Holly Bowman

© 1997-2015 ACORD CORPORATION. All rights reserved.

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ZIPPI, STEPHEN P

BUILDING DESIGNS, INC.

11718 SE FEDERAL HWY 222

HOBE SOUND FL 33455

LICENSE NUMBER: CGC1523076

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

BID FORM

PROPOSAL TO

THE CITY OF FORT PIERCE

FOR THE CONSTRUCTION OF INDIAN HILLS RECREATION AREA
MULTI-USE TRAIL IMPROVEMENTS

NAME OF BIDDER: South Florida Building DBA BDI Marine + Site Contractors

MAILING ADDRESS: 11718 SE Federal Hwy, Suite 222

STREET ADDRESS: 11 11 (Zip Code) 33455

PHONE NUMBER: 561-510-3800

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be completed within 180 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

SECTION 001

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents; that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and
2. The following list includes all subcontractors who will perform Work, and
3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and
4. 60% of Work must be done by the General Contractor's entity.

If no major subcontractors are to be used, so state on this form.

<u>Work to be Done</u>	<u>Name of Subcontractor</u>	<u>Address</u>
	None	

SECTION 001

Notice to Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS Bidders Bond
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds,

with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

SECTION 001

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.
2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.
4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below:

Bidder: South Florida Building DBA BDI Marine ES, Inc Contractor,
(Type or Print)

By: SFB / DBA BDI Marine Contractors

Name: Stephen Zippi Jr

Title: V.P.

Dated: 3/18/20, 2020

(Corporate Seal)

Attest
If Corporation

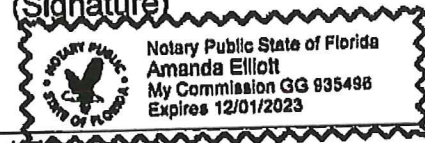
By: [Signature]
(Signature),

Name: Stephen Zippi

Title: V.P.

Witnesses: [Signature]
(Signature)

(If partnership
Or individual)



(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

CGC 1523076 FI Exp 8/31/2020 GC

END OF SECTION

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

South Florida Building, Inc. DBA Building Designs, Inc.

11718 SE Federal Highway, Suite 222

Hobe Sound, FL 33455

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company

305 Madison Avenue

Morristown, NJ 07962

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

OWNER:

(Name, legal status and address)

City of Fort Pierce

100 North U.S. #1

Fort Pierce, FL 34950

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

BOND AMOUNT: \$ 10%

Ten Percent of Amount Bid

PROJECT:

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


Indian Hills Recreation Area Multi-Use Trail Improvements - Bid No. 2020-025


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

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


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

Signed and sealed this 25th day of March, 2020


(Witness)


(Witness) Dania Banks

South Florida Building, Inc. DBA Building Designs, Inc.
(Principal) (Seal)

By:  U.P.
(Title)

United States Fire Insurance Company
(Surety) (Seal)

By: 
(Title) Jarrett Merlucci Attorney-in-Fact



POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00927402020

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Executive Vice President



State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Tamara Watkins

(Notary Public)

Commonwealth of Pennsylvania - Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 25th day of March 2020

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President



SECTION 002

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____, as Principal, and _____
_____, as Surety,

are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the
penal sum of _____
_____ Dollars (\$ _____), lawful money of the United
States, for the payment of which sum well and truly to be made, we bind ourselves, our
heirs, executors, administrators, and successors, jointly and severally, firmly by these
presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as
entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the
accompanying bid dated _____ 2020, for the _____

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time
set forth in the Contract Documents, and shall within ten (10) calendar days after receipt
of the Notice of Award enter into a written contract with the City in accordance with the
bid as accepted, and if the Principal shall give the required bonds with good and sufficient
sureties for the faithful performance and proper fulfillment of such contract and for the
protection of subcontractors, laborers and material men, and if the Principal has provided
the required evidence of insurance as set forth in the Contract Documents and complied
with the Florida Department of Environmental Protection certifications and requirements,
and all other contract provisions, or in the event of withdrawal of said bid within the
periods specified, or the failure to enter into said contract, or failure to comply with FDEP
requirements, or otherwise, if the Principal shall within sixty (60) days after request by
the City to pay to the City the difference between the amount specified in said bid and
the amount for which the City may procure the required work, if the latter amount be in
excess of the former, then the above obligation shall be void and of no effect, otherwise
to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this
bond, it may also recover its costs relating thereto, including a reasonable amount for
attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

SECTION 002

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this _____ day of _____, 2020, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(if individual
or partnership)

PRINCIPAL

By: _____
(Signature)

Name: _____

Title: _____

ATTEST (if corporation)

By: _____
(Signature)

Name: _____

Title: _____
(Corporate Seal)

SURETY

By: _____
(Signature)

Name: _____

Title: _____

(Surety Seal)

SECTION 002

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety _____

Mailing Address _____

Street Address _____

Name and Mailing and Street _____

Address of Agent or _____

Representative in Florida _____

(if different than above) _____

Telephone Number of Surety _____

and Agent or Representative _____

in Florida _____

END OF SECTION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of _____

Dollars, (\$ _____),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 2019, a copy of which is hereto attached and made a part hereof, to furnish **Indian Hills Recreation Area Multi-Use Trail Improvements, Bid No. 2020-025** . (Date to be filled in by Owner.)

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

- 1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each portion of the Work performed under said Agreement, and

SECTION 003

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys' fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____
(Number)
counterparts, each of which shall be deemed an original, this ____ day of _____, 2020.

ATTEST:

(Principal) Secretary

Name _____
(Type)

Principal

By _____

Name _____
(Type)

SECTION 003

(Corporate Seal)

Title _____

(Address)

Witness as to Principal

Witness as to Principal

ATTEST:

(Surety) Secretary

Surety

By _____
Attorney-in-Fact

Name _____
(Type)

Name _____
(Type)

(Corporate Seal)

(Address)

Witness as to Surety

Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

SECTION 004

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of _____ Dollars, (\$ _____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ___ day of _____, 2019, a copy of which is hereto attached and made a part hereof, **Indian Hills Recreation Area Multi-Use Trail Improvements, Bid No. 2020-025.**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

SECTION 004

- 2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

- 3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.
- 4. Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein, shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____ (Number) counterparts, each of which shall be deemed an original, this _____ day of _____, 2020.

ATTEST:

(Principal) Secretary

Name _____
(Type)
(Corporate Seal)

Principal

By _____

Name _____
(Type)

Title _____

SECTION 004

(Address)

Witness as to Principal

Witness as to Principal

ATTEST:

(Surety) Secretary

By _____
Surety
Attorney-in-Fact

Name _____
(Type)
(Corporate Seal)

Name _____
(Type)

(Address)

Witness as to Surety

Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

SECTION 005

NOTICE OF AWARD

Date: _____

To: _____

Bid Proposal: Indian Hills Recreation Area Multi-Use Trail Improvements.,
Bid No. 2020-025

Date of Bid Opening: March 25, 2020

Award Amount: Not to Exceed

You are hereby notified that you are the Lowest and Best Bidder on the Bid Proposal noted above. Upon compliance with the conditions precedent to be fulfilled by you within the time specified, the Agreement will be executed and delivered to you. Enclosed are the following:

<u>Copies</u>	<u>Item</u>
2	Notice of Award
2	Agreement between City and Contractor
2	Performance Bond
2	Payment Bond

Please take the following actions:

1. Execute Agreement and Notice of Award.
2. Have your insurance company complete bond forms, and attach notarized Acknowledgment of Authorized Representative.
3. Have your insurance company complete Certificates of Insurance and Endorsements.
4. Form CG 20 10: Please provide a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage. Please return all documents with acceptance of award.
5. Return two (2) copies of documents enclosed within fifteen (15) days after receipt to:

SECTION 005

Mailing Address:
Purchasing Manager
CITY OF FORT PIERCE
100 North U.S. #1
Fort Pierce, FL 34950

Delivery Address:
Purchasing Manager
CITY OF FORT PIERCE
100 North U.S. #1
Fort Pierce, FL 34950

The contract documents must be signed by one of the officers registered with the State of Florida on the attached list; if not on list, provide a letter or copy of corporate resolution authorizing the individual to sign contract documents on behalf of the corporation.

We will return a fully executed copy of the Contract Documents and the Notice to Proceed at the Pre-Construction Conference.

OWNER:

CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, Florida 34950

BY: _____
Gelencia Carter, Purchasing Manager

Date: _____

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:

South Florida Building
per BDI Marine + Site Contracting

BY: _____
V.P
(Title)

Date: 3/18/20

END OF SECTION

SECTION 006

NOTICE TO PROCEED

Date: _____

To: _____

Contractor.

Notice to Proceed on Project: Indian Hills Recreation Area Multi-Use Trail Improvements

Bid No: 2020-025

Project Name: Indian Hills Recreation Area Multi-Use Trail Improvements

Cost of Project based on Unit Prices by Agreement: \$ _____

You are hereby notified to proceed with the Work on the subject Project on or before _____, 2020 and to obtain Substantial completion within 180 calendar days and Final completion within 225 calendar days. Find attached four (4) sets of the subject project drawings.

The completion date for this project work shall be: _____, 2020.

OWNER:

CITY OF FT. PIERCE, FLORIDA
P.O. BOX 1480
FT. PIERCE, FL 34954

BY:

John R. Andrews, P.E.
City Engineer

ACKNOWLEDGE RECEIPT OF NOTICE

By: _____
Contractor

3/20/19
Date

END OF SECTION

SECTION 007

CHANGE ORDER FORM
CITY OF FORT PIERCE

PROJECT: SOUTH 7TH STREET IMPROVEMENTS (10TH STREET TO WENDELL ROAD)

DATE: _____ CONTRACTOR: _____

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: _____

CHANGE ORDER REQUESTED BY: City _____ Contractor _____

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT \$ _____

Current CONTRACT AMOUNT ADJUSTED
by Previous CHANGE ORDER(S) \$ _____

Net (Increase) (Decrease) of CONTRACT
AMOUNT resulting from this CHANGE
ORDER \$ _____

Current CONTRACT AMOUNT Including
this CHANGE ORDER \$ _____

ORIGINAL CONTRACT TIME _____ Calendar Days

Current CONTRACT TIME ADJUSTED
by Previous CHANGE ORDER _____ Calendar Days

Net (Increase) (Decrease) Resulting
from this CHANGE ORDER _____ Calendar Days

Current CONTRACT COMPLETION DATE
including this CHANGE ORDER _____

(Change Order No. _____, Page 1 of 2)

SECTION 007

CHANGES ORDERED:

I. GENERAL: This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Contract Documents. General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions, of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

II. REQUIRED CHANGES:

III. JUSTIFICATION:

IV. PAYMENT:

Payment for the above listed items shall be made according to the Agreement.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change(s), and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

RECOMMENDED BY:

By: _____
Signature

Date: _____

ACCEPTED BY:

Contractor: _____

By: _____
Signature

Name: _____

Date: _____

APPROVED BY: City of Ft. Pierce

Date: _____

By: _____
Signature & Title

(Change Order No. _____, Page 2 of 2)

END OF CHANGE ORDER

SECTION 008

**EXHIBIT "D"
BID FORMS**

APPLICATION FOR PAYMENT

Application for payment forms will be issued at the Pre-construction Conference.

END OF SECTION

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT: INDIAN HILLS RECREATION AREA MULTI-USE TRAIL IMPROVEMENTS

I, the undersigned, _____
(Name of Attorney)

the duly authorized and acting legal representative of _____

_____, do hereby certify as follows:
(Owner)

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Attorney

Date

END OF SECTION

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. *South Florida Building PDA BDI Marine + Site Contract*
2. Permanent Main Office address. *11716 SE Federal Hwy Suite 222 Hobe sound FL 33455*
3. When organized? *1981 PA, 2015 FI*
4. If a corporation, where incorporated? *PA, FI*
5. How many years have you been engaged in construction under this present firm or trade name? *39*
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) *See Attached*
7. General character of work performed by you. *Civil Construction, Marine Construction*
8. Have you ever failed to complete any work awarded to you? If so, where and why? *Never*
9. Have you ever defaulted on a contract? If so, where and why? *No*
10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work. *See Attached*
11. List your major equipment available for this contract. *See Attached*
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.)
13. Background and experience of the principal members of your company, including the officers.
14. Give bank reference. *Suntrust Bank - 561-277-4940*
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce. *OK*
16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire. *OK*

SECTION 010

Dated at FRACU this 25 day of March, 2020.

Contractor:

South Florida Building
By Stephen Zippì
V.P.
(Name & Title)

County of Martin
State of Florida

Stephen Zippì, being duly sworn, deposes and says that he is V.P. of South Florida Building and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 25 day of March, 2020.

[Signature]
Notary Public

My Commission Expires:

12/1/23

(Seal)



END OF SECTION

South Florida Building/BDI

6. Contracts on hand

1. Las Olas Marina	Start 11/20.	Complete 10/21	Amount	8.4mil
2. Walkers Cay	Start 6/20	Complete 4/21	Amount	4.6mil
3. Beyel Brothers	Start 3/1	Complete 3/31	Amount	120k
4. Village of Wellington		Complete 3/31	Amount	420k
5. City of Port Saint Lucie		Complete 3/20	Amount	575k

10. Completed


1. Village of Wellington (Phase 3)	250k	Jason Hanchuck 561-818-1935
2. City of Port Saint Lucie	575k	Mike Kendrick 772-370-3901

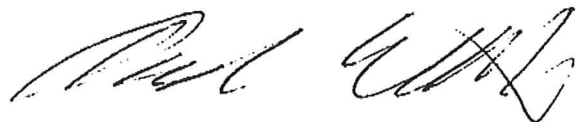
11. Excavator, Skid Steer, Dump trucks, Compactors, Concrete finishing machines

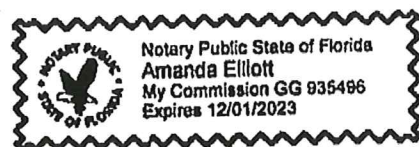
12. Experience includes excavation, underground utilities, marine construction, cement flat work.

13. Stephen Zippi Sr., Stephen Zippi Jr., Ronald Panaro, Nick Heramosa, Mark Van Atmaul, Joesph Holeman.

These are our project managers. We have over 250 years of combined experience of heavy, civil and marine construction experience.


Stephen P Zippi Jr
V. P. 3/20/20





SECTION 011

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida
COUNTY OF Martin

Stephen Zippi Jr, being first duly sworn, deposes
and says:

That he/she is Stephen Zippi Jr / Partner
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

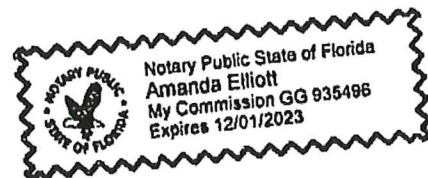
South Florida Building
(Firm Name)

By: [Signature]
Title: V.P.

Subscribed and sworn to before me this 25
day of March, 2020

[Signature]
Notary Public

My Commission expires: (Seal)
12/01/2023



END OF SECTION

SECTION 012

PUBLIC ENTITY AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid No. 2019-013 for City of Ft Pierce.
2. This sworn statement is submitted by South Florida Building
(name of entity submitting sworn statement)
whose business address is 11718 SE Federal Hwy Suite 222 Hobe Sound FL 334
and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement: _____.)
3. My name is Stephen P. Zippi Jr my relationship to the entity
(please print name of individual signing)
named above is Partner.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

SECTION 012

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.
(Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

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

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

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

Signature: [Handwritten Signature]

Date: 3/18/20

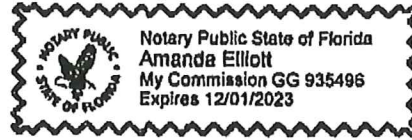
STATE OF Florida

COUNTY OF Martin

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Stephen Zippi who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 25 day of March, 2020.

NOTARY PUBLIC SEAL:



My commission expires:

Amanda Elliott

END OF SECTION

SECTION 013

CERTIFICATION OF NON-SEGREGATED FACILITIES


The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: 3/18/20, 2020

Official Address
(Including Zip Code):

11718 SE Federal Hwy
Suite 222 Hope Sound #1 33455

By:  Stephen Z...
V.P. (Title)

END OF SECTION

SECTION 014

#

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2020-025

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Zero Dollars
(Written)
0
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: South Florida Builders
(Company-Contractor)

By: [Signature]
(President's Signature)

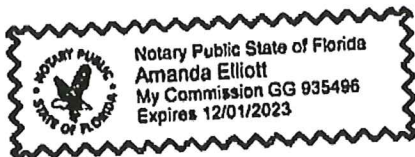
Stephen Zipp
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in Martin County, Florida on the 25 day of March, 2020.

Notary Public: [Signature] (affix seal)

My Commission Expires: 12/01/23



END OF SECTION

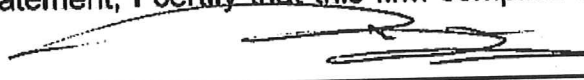
DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

South Florida Building does:
(Name of Business)

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 proposed 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 bid, 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, for a violation occurring in the workplace no later than five (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 thorough implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Proposer's Signature

3/18/20

Date

END OF SECTION

SUBSTITUTION SHEET

FORT PIERCE, FLORIDA

PROJECT TITLE: INDIAN HILLS RECREATION AREA MULTI-USE TRAIL IMPROVEMENTS

BID NO. 2020-025

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2020-025

PROJECT TITLE: INDIAN HILLS RECREATION AREA MULTI-USE TRAIL IMPROVEMENTS

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: South Florida Building PBA BDI Marine + Site Contractors Inc

Corporate Title: Corporation

Address: 11718 SE Federal Hwy Suite 222
Hobe Sound Fl 33455 (Zip Code)

By: Stephen P Zippi Jr (Print name) V.P. (Print title)



(Authorized Signature)

Telephone: (561) 510-3800

Fax: () N/A

State License # CGC1523076 (Attached) (ATTACH COPY)

County License # _____ (ATTACH COPY)

City License: (ATTACH PROOF OF REGISTRATION WITH THE CITY)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA
SEALED BID NO. 2020-025

PROJECT TITLE: INDIAN HILLS RECREATION AREA MULTI-USE TRAIL
IMPROVEMENTS

Bid No.: 2020-025

Project Description: INDIAN HILLS RECREATION AREA MULTI-USE TRAIL

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: South Florida Building Inc

Authorized Signature: [Signature]

Title: V.P.

Date: 3/18/20

END OF SECTION