

SECTION VI

ANNUAL STREET RESURFACING



FOR

BID NO. 2023-

Prepared by:

The City of Ft. Pierce Department of Engineering
John R. Andrews, P.E., City Engineer
100 North US Highway One
Ft. Pierce, FL 34950
(772) 467-3774

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
1	Defined Terms	53
2	Copies of Bidding Documents	53
3	Qualifications of Bidders	53
4	Examination of Contract Documents and Site	53
5	Interpretations	54
6	Bid Security	55
7	Contract Time	55
8	Liquidated Damages	55
9	Substitute Material and Equipment	55
10	Subcontractors, Etc.	56
11	Bid Form	56
12	Submission of Bids	57
13	Modification and Withdrawal of Bids	57
14	Opening of Bids	57
15	Bid to Remain Open	58
16	Award of Contract	58
17	Bonds and Insurance	59
18	Signing of Agreement	59
19	Schedule of Submittals	60
20	Special Warranty, Guarantee, Bonds, Insurance, Maintenance, and Correction Period Requirements	60
21	Materials	61

SECTION 1 - DEFINED TERMS

1.1 Terms used in these "INSTRUCTIONS TO BIDDERS" which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

SECTION 2 - COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bidding Documents may be obtained in the manner defined in the Call for Bids.

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; City shall not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 City, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

SECTION 3 - QUALIFICATIONS OF BIDDERS

3.1 Each Bid must contain evidence that the Bidder **is prequalified with the Department of Transportation in order to bid for this project along with evidence of the Bidder's qualifications to do business in the State of Florida.** To demonstrate qualifications to perform the Work, each Bidder must submit to City, together with the Bid, information including but not limited to financial data, capability to obtain Payment and Performance Bonds and previous experience on similar projects, including references and evidence of authority to conduct business in the jurisdiction where the Project is located. Submittals requested pursuant to this paragraph are in addition to those required elsewhere.

SECTION 4 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the Work; (c) familiarize himself with federal, state and local laws, ordinances, rules, regulations and policies that may in any manner affect cost, progress or performance of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents; and (e) make written requests for interpretations promptly after discovering any conflicts, errors, ambiguities or inconsistencies. Written requests must be received prior to the Pre-Bid Conference.

4.2 Reference may be made to the identification of investigations and tests of subsurface and latent physical conditions at the site, or otherwise affecting cost, progress or performance of the Work which have been relied upon by the City Engineer or

Consultant in preparing the Drawings and Specifications. Such reports are available for review by any bidder at the office of the City Engineer. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents; they are provided for guidance only. If this information is used by Bidder in preparing his proposal, he shall assume all risks resulting from actual conditions differing from the conditions set out in the reports.

4.3 If a log of test borings showing a record of the data is obtained by the investigation of subsurface conditions by the City, or their consultants, it is expressly understood and agreed that said log of test borings does not constitute a part of the contract, represents only the opinion of the City, or their consultants as to the character of the materials encountered by them in the test borings, is included in the plans or other documents only for the convenience of bidders, and its use is subject to all of the conditions and limitations set forth in this article. Discrepancies must be reported prior to the Pre-Bid Conference.

4.4 Before submitting a Bid, each Bidder shall, at Bidder's own expense, make or obtain any additional investigations, examinations, explorations and tests and obtain any additional information which pertains to the physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the Work and which Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.5 City will provide each Bidder reasonable access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidder shall restore site to condition existing prior to conducting said investigations and tests.

4.6 The lands upon which the work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor with proper authorization copied to the CITY.

4.7 The submission of the Bid shall be an indication that the Bidder has considered normal local weather conditions (daily and monthly variations) for the previous ten years from the date of the Bid as compiled by the National Weather Service.

SECTION 5 - INTERPRETATIONS

5.1 All questions about the meaning or intent of the Contract Documents shall be submitted to the City Engineer. Bidders are required to advise the City Engineer of any conflicts in the Contract Documents or any discrepancies between conditions noted at the

project site and those shown on the Drawings or described in the Specifications. Replies will be issued by Addenda mailed or delivered to all parties recorded by the City's Purchasing Agent as having received the Bidding Documents. Questions received less than seven days prior to the date for the opening of Bids shall not be answered. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. All addenda shall be issued no less than five days prior to bid opening.

SECTION 6 - BID SECURITY

6.1 Bid Security shall be made payable to City, in an amount of 10 percent of the Bidders maximum Bid price and in the form of a certified or cashier's check or a Bid Bond on the prescribed form attached issued by a Surety.

6.2 The Bid Security of the Lowest and Best Bidder shall be retained until such Bidder has executed the Agreement, furnished the required Contract Security, the Insurance Certificates and Endorsements, and complied with the State of Florida requirements; if the Lowest and Best Bidder fails to execute and deliver the Agreement or furnish the Contract Security within ten (10) days of the receipt of Agreement, City may annul the Notice of Award and the Bid Security of that Bidder may be forfeited. The Bid Security of any Bidder whom City believes to have a reasonable chance of receiving the award may be retained by City until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) or the sixty-first day after the Bid opening. Bid Security of other Bidders may be returned within seven days of the Bid opening.

SECTION 7 - CONTRACT TIME

7.1 The time of completion is of the essence of the Contract, and the Bidder awarded the Contract shall proceed with the Work in accordance with the Contract time period specified in the Notice to Proceed for each project. In the event of failure to complete the Work within the time specified, the City may assess damages and/or impose penalties as provided by law or the Contract Documents, unless an appropriate extension of time has been granted by the City.

SECTION 8 - LIQUIDATED DAMAGES

8.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

SECTION 9 – SUBSTITUE MATERIAL AND EQUIPMENT

9.1 Not applicable.

SECTION 10 - SUBCONTRACTORS, ETC.

10.1 The City shall receive from the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder), within ten days after receipt of the Bids, a list of all Subcontractors and other persons and organizations, including those who are to furnish the principal items of material and equipment. This list shall include the name and address of the Subcontractor, person or organization, and a description of the services, materials, or equipment to be supplied. Such list shall be accompanied by a statement of experience with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person or organization. If City has reasonable objection to any proposed Subcontractor, other person or organization, the City may, before the Notice of Award, request the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder) to submit an acceptable substitute without an increase in Bid price. If the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder) declines to make any such substitution, the Contract may not be awarded to such Bidder at the City's sole discretion. Bidder's declining to make any such substitution shall constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom City does not make written objection prior to the Notice of Award will be deemed acceptable to City, but City does not thereby waive any right it may have against the Contractor because of the actions or omissions of said Subcontractor, other person or organization, or request from the Contractor to replace Sub-contractors depending on their performance or workmanship.

SECTION 11 - BID FORM

11.1 The Bid Form(s) is included in the Contract Documents.

11.2 Bid Forms must be completed in ink or typewritten. **Bid prices shall be provided for all items listed. All partial bid proposals shall be rejected.**

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

11.4 Bids by partnership must be executed in the partnership name and signed by an authorized partner, whose title must appear under the signature.

11.5 All names and titles must be typed or printed below the signature.

11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

11.7 The address, email, and phone number to which communications regarding the Bid are to be directed must be shown.

SECTION 12 - SUBMISSION OF BIDS

12.1 Submit bids on Bid Forms supplied herein. Bids shall be submitted at the time and place indicated in the CALL FOR BIDS and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Bidder and accompanied by the Bid Security.

If the bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

12.2 Bids received after the time and date specified in the CALL FOR BIDS shall not be considered and will be returned unopened.

SECTION 13 - MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. Withdrawal of a bid will not prejudice the rights of Bidder to file a new Bid

SECTION 14 - OPENING OF BIDS

14.1 At the specified time and place as indicated in the CALL FOR BIDS, Bids shall be opened publicly and read aloud.

14.2 An abstract of the amounts of the base bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

14.3 Quantities of work and materials in the Bid Form(s) or in the plans are approximate only and for the purpose of providing a bidder with information that may be used for the computation of the Base Bid, to obtain unit prices for the approval of payments for the work done, and to determine additions or deletions to the Contract Sum. It shall be the Bidder's responsibility to determine if a different quantity of any item is required and to bring the same to the attention of the City Engineer, or Consultant prior to submittal of the Bid.

14.4 Notwithstanding any other provision contained in the Contract Documents, the City reserves the right to reject any and all bids, or portions thereof, and waive any and all irregularities, and the right to disregard any or all nonconforming, unbalanced, or conditional bids or counter proposals. The City may reject, as non-responsive, any or all

bids where bidders fail to acknowledge receipt of addenda as prescribed. If the City elects not to reject a bid which fails to acknowledge receipt of any addendum, the bid shall be construed as though the addendum has been received and acknowledged by the Bidder.

14.5 The bids supplied shall be a Unit Price Bid. Unit Price bids for the work items shall be based on estimated quantities for the purpose of determining the best and Lowest and Best Bidder and unit prices as shown in the Bid Form (see Paragraph 14.3 above). In the event that work in addition to estimated quantities is required, compensation to the Contractor shall be based on the unit prices indicated in the Bid Form. For basis of award, discrepancies between the total Bid and the sum of columns of figures shall be resolved in favor of the total Bid. Contractor shall be responsible for the accuracy of the arithmetic of the bid, in particular with the addition of the columns to match the total Bid. City has the right to accept the total Bid whether it is less or more than any additions of any columns or extensions, and prorate the unit prices to match the total Bid amount. Contractor shall lose his bid deposit if contract award is not accepted by such Contractor.

SECTION 15 - BIDS TO REMAIN OPEN

15.1 All Bids shall remain open for sixty (60) days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

15.2 Extensions of time when bids shall remain opened beyond the sixty-day period may be made only by mutual agreement between the City, the Lowest and Best Bidder, and the Surety, if any, for the Lowest and Best Bidder.

SECTION 16 - AWARD OF CONTRACT

16.1 Award shall be based on products, equipment and materials named in the Contract Documents.

16.2 In evaluating Bids, City shall consider the qualifications of the Bidders, and whether or not the Bids comply with the prescribed requirements.

16.3 In evaluating Bids, City shall consider the information provided by the Bidder as described in these INSTRUCTIONS TO BIDDERS.

16.4 The Lowest and Best Bidder shall submit, to City, documentation evidencing its capability to obtain Performance and Payment Bonds and to perform classes of work contemplated, and the necessary plant and sufficient capital, to execute the work properly within the time specified. **This information must be received by City as per Section 10 above.**

16.5 The City shall require the Lowest and Best Bidder to submit a certified statement describing his organization, plant, manpower and financial resources, and list all previous and/or ongoing construction contracts over the last 5 years, regardless of amount or completion status. Information shall be submitted on the Associated General Contractors

of America Form "Standard Questionnaires and Financial Statement for Bidders", available from AGC, 1957 "E" Street, N.W., Washington, D.C., 20006, or other form acceptable to City. The information shall be certified by a Certified Public Accountant for bids over \$25,000 and shall be submitted to the City prior to Contract Award. The City, at its discretion, may require any or all of the above listed information from any other Bidder.

16.6 City may consider qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Bid Form and Section 10 of these Instructions.

16.7 City may conduct such investigations and require supplemental information as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors, proposed equipment and material suppliers, and other persons and organizations to do the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time.

16.8 City reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to City's satisfaction.

16.9 City reserves the right to reject the Bid of any Bidder which is or was behind on the approved completion schedule for any existing or past contracts with the City, is in litigation with the City, has previously defaulted on a contract with the City, has delayed or skipped subcontractor payment(s), or has provided unsatisfactory performance on current or previous City Contracts.

16.10 If the Contract is to be awarded, it will be awarded to the Lowest and Best responsible Bidder on the basis of the total Bid amount, qualifications, experience and ability to perform the work. City reserves the right to reject all bids or portions thereof.

SECTION 17 - BONDS AND INSURANCE

17.1 The General and Special Supplemental Conditions set forth the City's requirements as to Bonds and Insurance. When the Successful Bidder delivers the executed Agreement to City, it shall be accompanied by the required Bonds, Insurance Certificates, and Endorsements on forms prescribed by City. The City must receive with Successful Bidder executed Agreement copies of all insurance policies for the insurance requirements set forth in the General and Special Supplemental Conditions. Attorneys-in-fact who sign Bid Bonds, Performance Bonds and Payment Bonds must file with such Bonds a certified copy of their power-of-attorney to sign the Bonds.

SECTION 18 - SIGNING OF AGREEMENT

18.1 When City gives a Notice of Award to the Successful Bidder, it will be accompanied by at least two (2) unsigned counterparts of the Agreement and all other Contract Documents. Within ten (10) days of receipt thereafter, Successful Bidder shall sign and deliver at least two (2) counterparts of the Agreement to City, together with the documents described in Section 17 above attached. Within ten (10) days after receipt of the properly executed and completed submittal, City will deliver a fully signed counterpart to Successful Bidder.

18.2 Failure by a Successful Bidder to whom the contract is awarded to execute the Agreement, or to correctly complete or furnish required Bonds or insurance certificates and endorsements, shall be just cause for the annulment of the award and the forfeiture of the Bid Security.

18.3 If Successful Bidder is a Corporation, the Agreement shall be signed by the President, attested by the Secretary and have the Corporate Seal affixed. The executed Agreement shall be accompanied by a Certificate of Good Standing dated within 30 days and an Incumbency Certificate, under oath, executed by Legal Counsel or the Secretary of the Corporation, and the Corporate Seal if by the Secretary.

18.4 A Successful Bidder who is awarded the Contract and fails to execute the Agreement or correctly complete or furnish the required Bonds, insurance certificates and endorsements within the time period specified in Article 10, Section 18.1 above or fails to comply with submittal requirements specified in Article 20 shall be liable to the City for all damages resulting there from, including reasonable attorneys' fees and costs, and attorneys' fees and costs on appeal. The Bid Security forfeited shall not be a limitation thereon.

SECTION 19 - SCHEDULE OF SUBMITTALS

19.1 Within ten (10) days prior to Contract Award, the Successful Bidder shall submit a preliminary progress schedule and a schedule of projected payments in accordance with the General Conditions. This schedule shall show in a summary fashion the order in which the Successful Bidder proposes to perform the Work and shall indicate approximate starting and completion dates for said projects. This progress schedule shall not replace, but serve as a basis for, the progress schedule submittals to be developed as required in the Specifications. Failure by the Successful Bidder to furnish this Schedule of Submittals, as required, in a sufficiently complete and responsible manner, shall void evaluation of the Bid, and will constitute proof that the Successful Bidder has abandoned all his rights and interests in the award, and his Bid Security may be declared forfeited to the City as liquidated damages, and the Work may be awarded to another Bidder.

SECTION 20 - SPECIAL WARRANTY, GUARANTEE, BOND, INSURANCE, MAINTENANCE, AND CORRECTION PERIOD REQUIREMENTS

20.1 There may be special requirements pertaining to Warranty, Guarantee, Bonds, Insurance, Maintenance, and the Correction Period which are described in the Contract Documents. Bidders shall review these special requirements, if applicable, and reflect in their bids all costs associated therewith.

SECTION 21 – MATERIALS

21.1 Materials produced by convict labor are prohibited from use on the PROJECT unless specific written authority for such use is obtained.

21.2 State produced materials are now allowed.

21.3 State/Local Owned/Furnished/Designated materials may be utilized if it is in the public interest and approved by the CITY.

END OF SECTION

TECHNICAL SPECIFICATIONS:

The governing specifications for this project are the Florida Department of Transportation Standard Specifications for Road and Bridge Construction and FDOT FY 2023-2024 Standard Plans. The following information is in addition to the specifications previously referenced and shall be considered the governing condition in the case of conflicting information between specifications, unless otherwise determined by the ENGINEER/OWNER'S PROJECT MANAGER.

101-1A Mobilization/Bonds/Permits:

The work specified in this section consists of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the Specifications, the special provisions, and State and local laws and regulations. All costs for bonds, permits and any required insurance, and any other pre-construction expense necessary for the start of the work, as well the cost of the removal of the above items, shall also be included in this Section.

The basis of payment for **Mobilization/Bonds/Permits** shall be bid as a LUMP SUM for each Work Authorization and paid proportionate with the contract time.

102-1A Maintenance of Traffic:

The bid price for this item shall include, but not be limited to, the requirements of Section 102 Maintenance of Traffic of the Standard Specifications. The maintenance of traffic for this project shall be in accordance with the applicable FDOT index numbers (600 Series) of the Standard Plans and these documents: The Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, and FHWA. These documents shall be followed in the design, application, installation, maintenance, and removal. It shall include, but not be limited to all traffic control devices, warning devices, barriers, temporary reflective markers, temporary pavement markings, dust control, and all other items necessary to protect the public and workmen from hazards within the project limits. CONTRACTOR shall coordinate any type of traffic restrictions with the City of Fort Pierce Engineering Department.

The CONTRACTOR shall notify the appropriate agencies of any road restrictions at least two (2) weeks prior to actual implementation. The CONTRACTOR shall provide access to driveways at all times.

The basis of payment for **Maintenance of Traffic** shall be bid as a LUMP SUM for each Work Authorization and paid proportionate with the contract time.

104-1A Erosion and Sediment Control:

The CONTRACTOR shall be required to provide Erosion and Sediment Control in accordance with Section 104 Prevention, Control, and Abatements of Erosion and Water Pollution of the Standard Specifications, and Index 102 of the FDOT Standard Plans for this project. The unit cost shall include, but not be limited to the required manpower, equipment, materials, maintenance, and any other items necessary to obtain all NPDES permits and to place the Sediment Barrier as indicated on the plans. All costs for removal of the Sediment Barrier shall also be included in the bid item. Sediment Barrier includes, but is not limited to, synthetic bales,

EXHIBIT "C"
TECHNICAL SPECIFICATIONS

silt fence, and other similar materials shown in the manual. Refer to the manual for examples of appropriate and inappropriate use of materials. The CONTRACTOR must maintain the sediment barrier, by removing sediment, throughout the installed life of the product. Also included in this item is any maintenance or replacement of the Sediment Barrier for the duration of the project. The CONTRACTOR will be responsible for the periodic replacement of the Sediment Barrier as necessary to meet NPDES discharge requirements at no additional costs to the CITY.

The CONTRACTOR is responsible for providing an NPDES Permit and subsequent reports associated with the permit. No separate payment is made for maintaining the barrier.

The basis of payment for **Erosion and Sediment Control** shall be paid as a LUMP SUM for each Work Authorization and paid proportionate with the contract time.

210-1-1 Reworking Limerock Base, 6":

The bid price for this item will include, but not be limited to the requirements of Section 210 of the Standard Specifications to rework the existing rock base, by adding new limerock material as required by the plans or as directed by the Engineer.

The basis of payment for **Reworking Limerock Base, 6"** shall be paid per SQUARE YARD for each Work Authorization.

327-70-6 Milling Existing Asphalt Pavement, 1 ½" Avg Depth:

The bid price for this item will include, but not be limited to the requirements of Section 327 of the Standard Specifications. The work consists of removing existing asphalt pavement to improve the rideability of the existing pavement, to lower the finished grade adjacent to existing curb prior to resurfacing, or to completely remove existing pavement. Includes transporting the milled material offsite. Also includes removal of existing Raised Pavement Markers.

The basis of payment for **Milling Existing Asphalt Pavement 1 ½ " Avg Depth** shall be paid per SQUARE YARD for each Work Authorization.

334-1-13 Superpave Asphaltic Concrete, Traffic C, Type SP-9.5:

The bid price for this item will include, but not be limited to the requirements of Section 334 of the Standard Specifications . The work consists of placing Superpave asphalt mixture within the limits of milling. .

The basis of payment for **Superpave Asphaltic Concrete, Traffic C, Type SP-9.5** shall be paid per SQUARE YARD for each Work Authorization.

520-1A Remove/Replace Existing Curb/Curb & Gutter:

The bid price for this item will include, but not be limited to the requirements of Section 520 of the Standard Specifications . The work consists of removing existing damaged curb or curb and gutter and installing new curb or curb and gutter at the direction of the Engineer.. .

The basis of payment for **Remove/Replace Existing Curb/Curb & Gutter** shall be paid per LINEAR FEET for each Work Authorization.

522-1A Remove/Replace Existing ADA Curb Ramps (Complete):

The bid price for this item will include, but not be limited to the requirements of Section 522 of the Standard Specifications and the standards and requirements of the Americans with

**EXHIBIT “C”
TECHNICAL SPECIFICATIONS**

Disabilities Act . The work consists of removing existing ADA curb ramps and replacing with curb ramps in accordance with Index 522-002 of the Standard Plans... .

The basis of payment for **Remove/Replace Existing ADA Curb Ramps (Complete)** shall be paid per EACH for each Work Authorization.

706-11-3 Raised Pavement Marker, Type B:

The bid price for this item will include, but not be limited to the requirements of Section 706 of the Standards, Index 706-001 of the Standard Plans and the standards and requirements of the MUTCD The work consists of all materials, labor, and equipment required to install Raised Pavement Markers .

The basis of payment for **Raised Pavement Marker, Type B** shall be paid per EACH for each Work Authorization.

711-11-123 Thermoplastic Standard White Solid 12”:

The bid price for this item will include, but not be limited to the requirements of Section 711 of the Standards, Index 711 of the Standard Plans and the standards and requirements of the MUTCD The work consists of all materials, labor, and equipment required to install Thermoplastic Standards White Solid 12” Markings. .

The basis of payment for **Thermoplastic Standard White Solid 12”** shall be paid per LINEAR FEET for each Work Authorization.

711-11-125 Thermoplastic Standard White Solid 24”:

The bid price for this item will include, but not be limited to the requirements of Section 711 of the Standards, Index 711 of the Standard Plans and the standards and requirements of the MUTCD The work consists of all materials, labor, and equipment required to install Thermoplastic Standards White Solid 24” Markings. .

The basis of payment for **Thermoplastic Standard White Solid 24”** shall be paid per LINEAR FEET for each Work Authorization.

711-11-160 Thermoplastic Pavement Message (“SCHOOL”, “ONLY”, etc):

The bid price for this item will include, but not be limited to the requirements of Section 711 of the Standards, Index 711 of the Standard Plans and the standards and requirements of the MUTCD The work consists of all materials, labor, and equipment required to install Thermoplastic Pavement Messages.. .

The basis of payment for **Thermoplastic Pavement Message (“SCHOOL”, “ONLY”, etc):** shall be paid per EACH for each Work Authorization.

711-11-170 Thermoplastic Pavement Arrow (Single):

The bid price for this item will include, but not be limited to the requirements of Section 711 of the Standards, Index 711 of the Standard Plans and the standards and requirements of the MUTCD The work consists of all materials, labor, and equipment required to install Thermoplastic Pavement Arrows.. .

The basis of payment for **Thermoplastic Pavement Arrow (Single):** shall be paid per EACH for each Work Authorization.

EXHIBIT "C"
TECHNICAL SPECIFICATIONS

711-15-201 Thermoplastic Standard Yellow Solid 6":

The bid price for this item will include, but not be limited to the requirements of Section 711 of the Standards, Index 711 of the Standard Plans and the standards and requirements of the MUTCD. The work consists of all materials, labor, and equipment required to install Thermoplastic Standards White Solid 6" Markings. .

The basis of payment for **Thermoplastic Standard Yellow Solid 6"** shall be paid per LINEAR FEET for each Work Authorization.

1000-56 Water/Sewer Facility Adjustments and FPUA Coordination

The bid price for this item will include, but not be limited to the coordination with Fort Pierce Utility Authority for the adjustment of water and sewer facility adjustments.

The basis of payment for **Water/Sewer Facility Adjustments and FPUA Coordination** shall be paid per LUMP SUM for each Work Authorization.

1777-000 Traffic Calming Facilities

The bid price for this item will include, but not be limited to the installation of traffic calming facilities on City roadways. In most instances the City installs Speed Tables in an effort to reduce speeding on local and residential roadways. The unit cost shall include, but not be limited to the required manpower, equipment, materials, maintenance, and any other items necessary to install speed tables on City roadways as directed by the Engineer, per the City Standard Detail for Speed Tables.

The basis of payment for **Traffic Calming Facilities** shall be paid per each Speed Table installed.

END OF SECTION

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
001	Bid Form	67
002	Bid Bond	71
003	Performance Bond	74
004	Payment Bond	77
005	Notice of Award	80
006	Notice to Proceed	82
007	Change Order Form	84
008	Application for Payment	86
009	Certificate of Owner's Attorney	87
010	Bidder's Questionnaire	88
011	Non-Collusion Affidavit	90
012	Public Entity <i>Affidavit</i>	91
013	Non-Segregated Facilities	94
014	Trench Safety Act	95
015	Drug-Free Workplace	96
016	Bid Response Form	97
018	Contractor Verification Form	98
020	E-Verify	99

BID NO. 2023-
BID RESPONSE FORM
ANNUAL RESURFACING CONTRACT

ITEM NO.	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
101-1A	Mobilization/Bonds/Permits	3	LS		
102-1A	Maintenance of Traffic	3	LS		
104-1A	Erosion and Sediment Control	3	LS		
210-1-1	Reworking Limerock Base, 6"	700	SY		
327-70-6	Milling Existing Asphalt Pavement, 1 1/2" Avg Depth	30,000	SY		
334-1-13	Superpave Asphaltic Concrete , Traffic C, Type SP-9.5	3,500	TON		
520-1A	Remove/Replace Existing Curb/Curb & Gutter	450	LF		
522-1A	Remove/Replace Existing ADA Curb Ramps (Complete)	100	EA		
706-1-3	Raised Pavement Marker, Type B	2,200	EA		
711-11-123	Thermoplastic Standard White Solid 12"	8,200	LF		
711-11-125	Thermoplastic Standard White Solid 24"	3,100	LF		
711-11-160	Thermoplastic Pavement Message ("SCHOOL", "ONLY", etc)	15	EA		
711-11-170	Thermoplastic Pavement Arrow (Single)	15	EA		
711-15-201	Thermoplastic Standard Yellow Solid 6"	15,000	LF		
1000-56	Water/Sewer Facility Adjustments and FPUA Coordination	3	LS		
1777-000	Traffic Calming Facilities	20	EA		
				Sub-Total	
				10% Construction Contingency	
				TOTAL FINAL BID	

OPTION FOR SUBMITTING THIS FORM

The Bid Response Form is available in Excel Format. To access the form, open Excel Attachment from the website, perform "file save as" and save spreadsheet to your computer. Fill in pricing, preferably electronically. Include the Bid Response Form, in excel format (not pdf), on a USB drive with the rest of your submittal documents.

PROPOSAL TO
THE CITY OF FORT PIERCE

FOR

ANNUAL STREET RESURFACING

NAME OF BIDDER: _____

MAILING ADDRESS: _____

STREET ADDRESS: _____ (Zip Code)

PHONE NUMBER: _____

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 achieve final construction within 150 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.

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

BID FORMS

SECTION 001

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 _____
(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.

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

BID FORMS

SECTION 001

- 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: _____
(Type or Print)

By: _____

Name: _____

Title: _____

Dated: _____, 2023

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: _____

Title: _____

Witnesses: _____
(Signature)

(If partnership
Or individual) _____
(Signature)

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

END OF SECTION

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 _____ 2023, 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 City of Fort Pierce 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 City
of Fort Pierce 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.

EXHIBIT "D"
SECTION 002

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this . day of _____, 2023, 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)

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 ____, 2023, a copy of which is hereto attached and made a part hereof, **to furnish and install improvements identified as Annual Street Resurfacing, Bid No. 2023** (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

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 _____, 2023.

ATTEST: _____

(Principal) Secretary

By _____
Principal

Name _____
(Type)

Name _____
(Type)

(Corporate Seal)

Title _____

(Address)

Witness as to Principal

Witness as to Principal

ATTEST:

_____ Surety

(Surety) Secretary

By _____
Attorney-in-Fact

Name _____
(Type)

(Type)

Name _____

(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

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 __, 2023, (Date to be filled in by Owner) a copy of which is hereto attached and made a part hereof, **to furnish and install Annual Street Resurfacing, Bid No. 2023-**

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.

EXHIBIT "D"
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 __, 2023.

ATTEST: _____

Principal

(Principal) Secretary

By _____

Name _____
(Type)

Name _____
(Type)

(Corporate Seal)

Title _____



NOTICE OF AWARD

Date: _____

To: _____

**Bid Proposal: Annual Street Resurfacing
Bid No. 2023-**

Date of Bid Opening: 3:00 PM, Thursday, June 9, 2022

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:

Item
Notice of Award
Agreement between City and Contractor
Performance Bond
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:

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

BY: _____

(Title)

Date: _____

END OF SECTION



NOTICE TO PROCEED

Date: _____

To: _____

**Bid Proposal: Annual Street Resurfacing
Bid No. 2023-**

Date of Bid Opening: 3:00 PM, Thursday, June 9, 2022

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:

- Item
- Notice of Award
- Agreement between City and Contractor
- Performance Bond
- 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:

<u>Mailing Address:</u>	<u>Delivery Address:</u>
Director of Procurement	Director of Procurement
CITY OF FORT PIERCE	CITY OF FORT PIERCE
100 North U.S. #1	100 North U.S. #1
Fort Pierce, FL 34950	Fort Pierce, FL 34950

EXHIBIT "D"
SECTION 006

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:

BY:

Gelencia Carter, Purchasing Manager
CITY OF FORT PIERCE
100 North U.S. Highway 1
Fort Pierce, Florida 34950
Date: _____

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:

BY: _____

(Title)

DATE: _____

END OF SECTION



CHANGE ORDER FORM
CITY OF FORT PIERCE

PROJECT: **Annual Street Resurfacing**
Bid No. 2023-

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)

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: ACCEPTED BY:

_____ Contractor: _____

By: _____ By: _____
Signature Signature

Name: _____

Date: _____ Date: _____

APPROVED BY: City of Ft. Pierce

By: _____

Signature & Title

Date: _____

END OF CHANGE ORDER

APPLICATION FOR PAYMENT

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

END OF SECTION

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT: _____

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 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.
2. Permanent Main Office address.
3. When organized?
4. If a corporation, where incorporated?
5. How many years have you been engaged in construction under this present firm or trade name?
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion).
7. General character of work performed by you.
8. Have you ever failed to complete any work awarded to you? If so, where, and why?
9. Have you ever defaulted on a contract? If so, where, and why?
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.
11. List your major equipment available for this contract.
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.
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce.
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.

Dated at _____ this _____ day of _____, 2023.

EXHIBIT "D"
SECTION 010

Contractor:

By _____

(Name & Title)

County of _____

State of _____

_____, being duly sworn, deposes and says that he is ___ of
_____, and that the answers to the foregoing questions and all statements contained therein are
true and correct.

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public

My Commission Expires:

(Seal)

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

That he/she is _____
(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.

(Firm Name)

By: _____

Title: _____

Subscribed and sworn to before me this _____

day of _____, 2023

Notary Public

My Commission expires: (Seal)

END OF SECTION

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.2023--** for **Annual Street Resurfacing**
2. This sworn statement is submitted by _____
_____(name of entity submitting sworn statement)
whose business address is _____
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 _____my relationship to the entity
(please print name of individual signing)
named above is _____.
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.
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

EXHIBIT "D"
SECTION 012

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: _____

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this _____ day of _____, 2023.

NOTARY PUBLIC SEAL:

My commission expires: _____

END OF SECTION

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: _____, 2023

Official Address

(Including Zip Code): By: _____

(Title)

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT

BID NO. 2023-

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:

_____ Dollars _____ (Written)

(Figures)

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

Certified: _____
(Company-Contractor)

By: _____

(President's Signature)
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in _____ County, Florida on the _____ day of _____, 2023.

Notary Public: _____ (affix seal) My Commission Expires: _____

END OF SECTION

DRUG-FREE WORKPLACE FORM

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

Date

END OF SECTION

BID NO. 2023-
BID RESPONSE FORM
ANNUAL RESURFACING CONTRACT

ITEM NO.	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
101-1A	Mobilization/Bonds/Permits	3	LS		
102-1A	Maintenance of Traffic	3	LS		
104-1A	Erosion and Sediment Control	3	LS		
210-1-1	Reworking Limerock Base, 6"	700	SY		
327-70-6	Milling Existing Asphalt Pavement, 1 1/2" Avg Depth	30,000	SY		
334-1-13	Superpave Asphaltic Concrete , Traffic C, Type SP-9.5	3,500	TON		
520-1A	Remove/Replace Existing Curb/Curb & Gutter	450	LF		
522-1A	Remove/Replace Existing ADA Curb Ramps (Complete)	100	EA		
706-1-3	Raised Pavement Marker, Type B	2,200	EA		
711-11-123	Thermoplastic Standard White Solid 12"	8,200	LF		
711-11-125	Thermoplastic Standard White Solid 24"	3,100	LF		
711-11-160	Thermoplastic Pavement Message ("SCHOOL", "ONLY", etc)	15	EA		
711-11-170	Thermoplastic Pavement Arrow (Single)	15	EA		
711-15-201	Thermoplastic Standard Yellow Solid 6"	15,000	LF		
1000-56	Water/Sewer Facility Adjustments and FPUA Coordination	3	LS		
Sub-Total					
10% Construction Contingency					
TOTAL FINAL BID					

CONTRACTOR VERIFICATION FORM
FORT PIERCE, FLORIDA
SEALED BID NO. 2023-

PROJECT: ANNUAL STREET RESURFACING

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: _____

Corporate Title: _____

Address: _____

_____ (Zip Code)

By: _____
(Print name) (Print title)

(Authorized Signature)

Telephone: () _____

Fax: () _____

State License # _____ (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

PROJECT: ANNUAL STREET RESURFACING

Bid No.: **2023-**

Project Description:

Work may include but not be limited to, milling existing pavement, pavement/base repair, asphalt leveling, asphalt surfacing installation, striping and pavement markings, raised pavement markers, ADA curb ramp updates, and necessary utility adjustments. This is an annual service contract with an initial term of three (3) years with potential for renewal of up to two (2) additional one (1) year periods.

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: _____

Authorized Signature: _____

Title: _____

Date: _____

END OF SECTION