



**CITY OF ST. AUGUSTINE BEACH
CITY COMMISSION**

BID NO: 23-08

A STREET PARKING AND DRAINAGE IMPROVEMENTS

**BID DOCUMENTS
PROJECT
SPECIFICATIONS**

**City of St. Augustine Beach
2200 A1A S
St. Augustine FL 32080
904-471-2122**

FINAL: 10/31/2023

BID NO: 23-08; A STREET PARKING AND DRAINAGE IMPROVEMENTS

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Instruction to Bidders

Official City Bid Form

Attachments:

- “A” – City of St. Augustine Beach City Commission Affidavit
- “B” – Certificate as to Corporate Principal
- “C” – License/Certification List
- “D” – List of Proposed Sub-Contractors/Suppliers
- “E” – Conflict of Interest Disclosure Form
- “F” – Drug-Free Workplace Form
- “G” – Proof of Insurance
- “H” – Experience of Bidder Form
- “I” – Claims, Liens, Litigation History
- “J” – Public Entity Crimes Statement
- “K” – Non-Collusion Certification
- “L” – E-Verify Affidavit
- “M” – Certificate of Compliance with Florida Trench Safety Act

Bid Bond

Scope of Work and Specifications

EXHIBITS – SEPARATE ATTACHMENTS

EXHIBIT A – CONSTRUCTION PLANS / TECHNICAL SPECIFICATIONS

EXHIBIT B – BASE BID AND ALTERNATE BID PAVING OPTIONS

EXHIBIT C – PERMITS and GEOTECHNICAL REPORT

END OF TABLE OF CONTENTS

FRONT END BID DOCUMENTS

INSTRUCTION TO BIDDERS

OWNER: The City Commission of the City of St. Augustine Beach, Florida ("City")

PROJECT: BID NO.: 23-08; A STREET PARKING AND DRAINAGE IMPROVEMENTS

DEFINITIONS

Whenever the following terms are utilized in the Bid Documents or Contract Documents, they shall have the following meaning:

Addendum (Addenda) Written or graphic instruments issued by the City prior to the time and date for receiving Bids that modify or interpret the Bid Documents by addition, deletion, clarification, or corrections.

Base Bid The portion of a submitted Bid that entails all specified aspects of the Work not otherwise separated into Alternates.

Bid A pricing proposal submitted to the City in response to the City's Invitation for Bids.

Bid Bond A good faith monetary commitment, usually five percent (5%) of the bid price, submitted with a Bid, which a bidder or surety forfeits to the City if the bidder refuses, or is unable to enter into a contract, or furnish the required bonds as provided in the Bid Documents.

Bidder A firm or individual who submits a Bid to the Owner for the work specified in the Bid Documents.

Bid Documents All documents pertaining to a Bid that provide the requirements, restrictions, instructions, specifications of the Work required by the Owner to be completed. The Bid Documents include but are not limited to the Advertisement/Notice to Bidders, Front End Bid Documents, Exhibits, Terms and Conditions, Specifications and Plans including any Addenda issued prior to receipt of Bids.

Contract An agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Contractor An individual or firm having a contract to provide goods, service or construction for a specified price

City City of St. Augustine Beach, a political subdivision of the State of Florida (F.S. 217.73)

Experience Modification Rate (EMR) Number used by insurance companies to gauge both past cost of injuries and future chances of risk.

Invitation for Bids (Formal or Sealed) A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

Responsible Bidder A Bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

Responsive Bid A bid, submitted by a Responsible Bidder conforming in all material respects to the Bid Documents.

Specifications A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

Subcontractor A separate, third party that contracts with a Contractor to perform all or any part of the Contractor's obligations under an awarded Contract.

Unit Price An amount stated in the Bid as a price per unit of measurement for materials or services as specified in the Bid Documents, which shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work associated with the Unit Price.

BIDDER'S REPRESENTATION

Each Bidder, by marking their Bid, represents that they have read and understand the Bid Documents and the submitted Bid is made in accordance herewith: Bidder has visited the Site and is familiar with the local conditions under which the Work is to be performed; and the Bid is based upon the materials, systems and equipment described in the Bid Documents without exceptions.

BID DOCUMENTS

Bid Documents may be obtained from www.demandstar.com or City of St. Augustine Beach. Complete sets of Bid Documents shall be used in preparing the Bid Proposal. City of St. Augustine Beach shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bid Documents. The Owner, in making copies of the Bid Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BID DOCUMENTS

Suppliers shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bid Documents or of the site and local conditions. Suppliers requiring clarification of interpretation of the Bid Documents shall make a written request to the Owner, to reach him/her at least **seven (7) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the Bid Documents will be made by Addendum. Interpretation, corrections, or changes of the Bid Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bid Documents by the Owner or its Representative less than **seven (7) days** prior to Bid receiving date, however, the Owner reserves the authority to decrease this time depending on the necessity of such change.

SUBSTITUTIONS

The materials, products and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Owner at least **fourteen (14) calendar days** prior to the date for receipt of Bids. Any proposed substitutions included in submitted Bids, that have not received approval in accordance with this section of the Bid Documents shall not receive consideration, and shall be determined to be non-responsive to the requirements of the Bid Documents.

Each such request shall meet the requirements of the Bid Documents and include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance test data, and any other information necessary for an evaluation of the proposed substitution. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The Project Manager or Department Head shall review any and all proposed substitutions and determine their acceptability. The Project Manager or Department Head's approval or disapproval of a proposed substitution shall be final.

If City Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall not rely upon approval made in any other manner.

PRE-BID MEETING

There will be a **Non-Mandatory** Pre-Bid Meeting on **Wednesday, November 8, 2023 at 10:00 AM EDST** at The City of St. Augustine Beach City Hall City Commission Room, 2200 A1A S, St. Augustine FL 32080. Attendance is strongly recommended, but is not required at the Pre-Bid Meeting in order to be eligible to submit a bid for this project. Interested firms are highly encouraged to visit the site prior to the Pre-Bid Meeting to familiarize themselves with the site and any conditions that may pose a conflict during the course of construction.

DESIGNATED POINT OF CONTACT

The City's Designated Point of Contact for this Bid is Jason D. Sparks, P.E., Engineering Director, City of St. Augustine Beach. Any and all questions and/or inquiries shall be directed to Mr. Sparks, *in writing*, via email to Mr. Sparks at jsparks@cityofsab.org. In the event the Designated Point of Contact provided above is absent or otherwise unavailable for more than three (3) business days, firms may contact Ken Gatchell, Public Works Director at kgatchell@cityofsab.org.

Bidders shall not contact, lobby, or otherwise communicate with any City employee, including any member of the City Commission, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, Per City Purchasing Policy. According to City policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. The City of St. Augustine Beach reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of City of St. Augustine Beach. The City of St. Augustine Beach also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the City.

QUESTIONS

Any and all questions related to this solicitation shall be directed, *in writing*, to the City's Designated Point of Contact as provided above, by or before **four o'clock (4:00PM EST / EDST) on Tuesday, November 14, 2023** so that any necessary addenda may be issued in a timely manner. Any questions received after this deadline will not be addressed or clarified by the City, unless it is determined to be in the best interest of the City to do so. The City reserves the right to extend the deadline for bid submission in order to clarify or answer questions as necessary to serve the best interest of the City.

ADDENDA

Any and all clarifications, answers to questions, or changes to the bid documents shall be provided through a City issued Addendum, posted on www.demandstar.com alongside the Bid Documents. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the City to any requirements, terms or conditions not stated herein.

The City shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date shall be for material, necessary clarifications to the Request for Qualifications.

Each Bidder is responsible for incorporating any and all issued Addenda into their submitted Bid. Bidders shall acknowledge receipt of all issued addenda in the space provided in the Official City Bid Form, and include a signed copy of each issued addendum in the submitted Bid. Failure to acknowledge all issued addenda may result in a Bid being deemed non-responsive to the requirements of the Bid Documents.

BID SUBMITTAL REQUIREMENTS

Bidders shall submit **one (1) original and one (1) copy saved on USB Flash Drive** on the required forms provided herein to and received by the City of St. Augustine by or before **ten o'clock (10:00AM EST / EDST) on Tuesday, November 28, 2023**. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders shall not include the Front End Bid Documents with their Bid. Bidders shall complete, sign and submit, at a minimum, the Official City Bid Forms, all required Attachments, and Addenda as provided herein.

Bids must be placed in a sealed envelope or container, addressed to St. Johns City Purchasing Division, and plainly marked with the Bidder's return address and "**Bid No: 23-08: A STREET PARKING AND DRAINAGE IMPROVEMENTS**"

See Example Below:

ABC Company, Inc.
123 Aviles Street
St. Augustine, FL 32084

ATTN: City Clerk
City of St. Augustine Beach
2200 A1A S
St. Augustine, FL 32080
BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT

At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

Bidder shall assume full responsibility for timely delivery at the location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern.

Any interlineations, alteration or erasure must be initialed by the signer of the Bid; failure to do so may cause the Bidder's proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

A Delegation of Authority must be submitted for any representative signing a submitted bid proposal, who is not a principal, officer, or owner of the bidding company.

A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

The Bid Proposal shall include the company name, address, telephone number and legal name of Bidder and a statement whether Bidder is sole proprietor, a partnership, a corporation or any other legal entity. The Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed.

Bids may also be submitted via www.demandstar.com. Proposals received by the City after the stipulated deadline shall not be considered and will be returned to the Respondent, unopened.

The City is not responsible for Proposals that are incorrectly labeled, addressed, mailed, or otherwise end up in an inappropriate location other than City of St. Augustine Beach City Clerk. Any such Proposal that is not received by the City Clerk shall be returned to the Respondent, unopened.

TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in the Bids submitted.

BID SECURITY

Each submitted Bid shall be accompanied by a Bid Security, submitted on the Bid Bond Form provided herein, or in the form of a certified or cashier's check, in the amount of five percent (5%) of the Total Lump Sum Bid amount submitted on the Official City Bid Form, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security in the form of a certified or cashier's check must be made payable to the City Commission of City of St. Augustine Beach. Bidders submitting a certified or cashier's check as the bid security are not required to submit **Attachment "B"** – Certificate as to Corporate Principal, or the Bid Bond forms provided herein.

A Bid Security in the form of a Bid Bond shall be written on the form provided herein, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined herein under "Surety Bond". The Surety Company shall be

licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department. Any Bidder submitting a Bid Security in the form of a Bid Bond must also submit **Attachment “B”** – Certificate as to Corporate Principal.

The Owner shall have the right to retain the Bid Security of Bidders until either: (a) the Contract is executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

BID BOND INSTRUCTIONS

If a Bidder chooses to submit a Bid Bond on the form provided herein, he must submit the bond as follows:

1. Prepare and submit one (1) original of the required Bid Bond Form as shown above
2. Type or print Bidder’s and Surety’s names in the same language as in the Advertisement, or Invitation to Bid
3. Affix the Corporate Seal, and type or print the name of the Surety on the line provided and affix its corporate seal.
4. Attach a copy of Surety agent’s Power of Attorney, unless the Power of Attorney has been recorded in City of St. Augustine Beach. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety’s corporate seal must be affixed.
5. Failure to submit a bid bond shall result in a Bidder being deemed non-responsive and removed from consideration of award.

BID POSTPONEMENT/CANCELLATION

The City may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the requirements provided in the Bid Documents. The City may re-advertise this Bid; postpone or cancel, at any time, this Invitation for Bids process; or waive any irregularities in the Bid Documents or in the Bids received in response to this Invitation for Bids.

MODIFICATION OR WITHDRAWAL OF BID

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the submittal deadline for Bids, and Bidder so agrees in submitting his Bid.

Any Bids submitted prior to the submittal deadline for Bids may be modified or withdrawn by the Bidder only by written notice to the City by email or letter. Such notice shall provide whether Bidder is withdrawing the submitted Bid for modification or for removal from consideration. Any Bid withdrawn by the Bidder for removal from consideration, prior to the submittal deadline for Bids shall be returned to the Bidder, unopened.

For Bids withdrawn for modification, Bidder shall provide written notice as stated above, and shall either collect the submitted Bid for modification and resubmittal, or shall send by mail, a modified Bid, for the purposes of replacing the originally submitted Bid, provided the modified Bid complies with the requirements provided in the Bid Documents. Any modified Bid must be re-submitted prior to the submittal deadline for Bids.

COSTS INCURRED BY BIDDERS

Bidders are responsible for any and all costs associated with the preparation, development and submittal of a Bid in response to this Invitation for Bids. Bidders are additionally solely responsible for any and all costs associated with attendance at any meetings, presentations or other activities conducted as part of this solicitation. It is expressly understood that no Bidder may seek or claim any award and/or reimbursement from the City for any expenses, costs, and/or fees (including attorneys’ fees) borne by any Bidder, during the entire solicitation process. Such expenses, costs and/or fees (including attorneys’ fees) are the sole responsibility of the Bidder.

CONSIDERATION OF BIDS

Opening of Bids

Unless stated otherwise in an Addendum to the Bid Documents, Bids properly submitted by or before the submittal deadline will be opened publicly and a tabulation of the submitted Bids will be publicly posted in accordance with City Purchasing Policy and Florida law.

Rejection of Bids

The Owner reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bid Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award):

The Owner shall have the right to determine the low Bidder on the basis of the Total Bid Amount, or the sum of the Base Bid and/or the Alternates (if applicable) in order to best serve the interest of the City.

It is the intent of the Owner to award a multi-year contract to multiple Bidders provided the submitted Bid is materially responsive to the requirements of the Bid Documents and judged to be reasonable

If the Contract is awarded, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

If only one (1) Bid is received, the City reserves the right to negotiate with the responding Bidder, if the submitted Bid is responsive to the requirements provided herein. The Bid may also be rejected and re-advertised, in order to best serve the needs of the City.

MINIMUM QUALIFICATIONS

Prime Bidder must possess current and valid licenses to conduct business in the State of Florida and appropriately registered to do business in St. Johns City as a Certified General Contractor (CGC) or Certified Underground Utility and Excavation Contractor (CUC), or utilize sub-contractors currently licensed as CGC or CUC in the State of Florida and St. Johns City. Proof of qualifications shall be provided by completing and submitting **Attachment "C"** – License/Certification List along with a copy of each license and certificate listed. All licenses, certifications and pre-qualifications must be valid and current on the date bids are submitted.

Prime Bidder must have successfully completed at least three (3) projects in the past five (5) years, equal to or greater than the scope of the project specified herein. Minimum experience requirement must be met by the Prime Bidder and not the proposed sub-contractor for this project. The City reserves the right to consider additional or alternate projects as proof of qualifications. Each Bidder must submit **Attachment "H"** – Experience of Bidder Form.

SUB-CONTRACTORS

Each Bidder shall submit to the City a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form, **Attachment "D"**, is provided in the Bidding Documents. If no Subcontractors or major material suppliers are required, so state there on.

Upon request by the City, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the City, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the City will notify the Bidder in writing if the City, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Bidder then may, at his option, withdraw his Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the City may then, at its option, disqualify the Bidder, at no cost to the City.

The City reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the City, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the City.

FLORIDA TRENCH SAFETY ACT

Bidders shall complete Certificate of Compliance with Florida Trench Safety Act, in accordance with the requirements of

Chapter 553, Florida Statutes. If trenching is not required for this project, state so thereon. Contractor shall be responsible for compliance with all trenching shoring safety requirements. A copy of the form, **Attachment “N”**, is provided in the Bidding Documents.

PUBLIC CONSTRUCTION BOND

The Contractor shall be required to obtain and submit a recorded Public Construction Bond covering the faithful performance of the Contract and the payment of all obligations arising thereunder in full amount of the Contract, with such acceptable sureties, secured through the Bidder’s usual sources as may be agreeable to the parties. The Contractor shall furnish the required bond, after full execution of the awarded Contract. The Bond shall be released upon satisfactory completion of the project.

SURETY BOND

Acceptable Surety Companies: To be responsible to the Owner as Surety on Bonds, Surety shall comply with the following provisions:

1. Surety must be licensed to do business in the State of Florida;
2. Surety must have been in business and have a record of successful continuous operations for at least three (3) years;
3. Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent (20%) of its surplus to policyholders;
4. Surety must have fulfilled all of its obligations on all other bonds given to the Owner;
5. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, and net resources for unusual stock and sound investment.

Time of Delivery and Form of Bonds

The Public Construction Bond form will be forwarded to the successful Bidder with his copy of the fully executed contract.

The Public Construction Bond must be recorded after the contract is signed by all parties. The bidder will have three (3) business days from receipt of fully executed contract to have the Public Construction Bond recorded. The bidder shall have the Public Construction Bond recorded at the St. Johns City Clerk of Courts office, in St. Augustine, Florida. After the book and page number have been assigned to the bond by the recording person, the Bidder is to obtain from the recording person a certified copy of the recorded bond, and deliver the certified copy to the Owner’s Contract Administrator. No work can commence until the required bond and Insurance Certificates have been delivered to the Owner. Upon receipt of the certified copy of the recorded bond, the Owner may issue a Notice to Proceed.

Unless otherwise specified in the Bid Documents, the bonds shall be written on the form provided herein. The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the City’s approved construction agreement.

EXECUTION OF CONTRACT DOCUMENTS

The awarded Contractor shall return signed copies of the Contract Agreement to the City within ten (10) consecutive calendar days of receipt of Notice of Award. The City shall return a fully executed original copy of the construction agreement to the Contractor no later than seven (7) consecutive calendar days after the return of the signed copies from the Contractor.

CONTRACT TIME – LIQUIDATED DAMAGES

The Contractor shall have ten (10) days to return Contract originals from the time the Contractor receives a “Notice of Award”. The City will return a “fully executed” Contract to the Contractor no later than seven (7) days after the return of the executed Contract originals (but no later than seventeen (17) days from the Notice of Award).

The Contractor will furnish a recorded original certified copy of the Public Construction Bond three (3) business days

after receipt of the fully executed Contract (the Public Construction Bond must be recorded after the Contract is fully executed by all parties including the City Clerk). Upon receipt of the recorded Public Construction Bond, the City will issue a Notice to Proceed. If the Contractor fails to meet any of the dates and timeframes set forth in this section, or fails to execute the Contract, or to provide a Public Construction Bond, the City may elect at its option to consider the Contractor non-responsive and Contract with the next best Bidder.

A period of **Ninety (90)** consecutive calendar days will be allowed for the Contractor to complete the project after the Notice to Proceed is issued. The Contractor shall accomplish substantial completion within **Sixty (60)** consecutive calendar days from the beginning of construction date. Final completion shall be attained **Thirty (30)** consecutive calendar days from the date of substantial completion.

Conditions under which Liquidated Damages are Imposed:

Should the Contractor or, in case of his default, the Surety fail to achieve Substantial Completion or Final Completion of the Work by its applicable date, or within such extra time as may have been granted by the Owner, the Contractor or, in case of his default, the Surety shall pay to the Owner, not as a penalty but rather a genuine pre-estimate of monetary damages sustained by the City for loss of revenue and/or increased project administration expenses related to this Contract because Contractor failed to perform and complete Work within the time fixed for completion or additional time granted pursuant to the provisions hereof. The assessment of Liquidated Damages is without prejudice to the City’s rights of termination and Contractor’s obligation to complete the Work. Should Contractor fall behind the approved Work schedule, the City reserves the right to deduct Liquidated Damages based on an estimated period of late completion, the amount so due as determined by the following schedule:

<u>Original Contract Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$50,000 and under.....	\$956
Over \$50,000 but less than \$250,000	\$964
\$250,000 but less than \$500,000.	\$1,241
\$500,000 but less than \$2,500,000.	\$1,665
\$2,500,000 but less than \$5,000,000.	\$2,712
\$5,000,000 but less than \$10,000,000.	\$3,447
\$10,000,000 but less than \$15,000,000.	\$4,866
\$15,000,000 but less than \$20,000,000.	\$5,818
\$20,000,000 and over.....	\$9,198 (plus 0.00005 of any amount over \$20 million (Round to nearest whole dollar)

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its officers and employees (“Indemnified Party”) from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the Work.

To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that “damages, losses and costs”, includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in performance of the Work.

To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the “persons employed or utilized by Contractor” shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 11.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers’ compensation acts, disability benefits acts or other employee benefit acts.

Contractor's indemnity and hold harmless obligations hereunder shall extend to all Claims against the City by any third party or third-party beneficiary and all liabilities, damages, losses and costs related thereto.

This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

Contractor shall further indemnify and hold harmless the City its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

The indemnification provisions of this Section shall survive expiration or earlier termination of the Contract.

FORCE MAJEURE: DELAYS

Force Majeure: Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this agreement due to any one of the following circumstances beyond the control of the Contractor: (a) the operation and effect of the rules, regulations, or order promulgated by any commission, City, municipality, or governmental agency of the State of Florida or United States, (b) a restraining order, injunction, or similar decree on any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The City is not obligated to grant an extension of time due to the adverse weather condition unless such conditions rise to the level of Force Majeure.

Delay: Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's work error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Neither shall the Contractor be compensated for delays caused by events by force majeure as described in sub-para (a) above. Within ten (10) days after the onset of a delay, Contractor shall notify the City in writing of the delay which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notice provided more than ten (10) days after the inception of the delay shall only be effective as to additional time incurred during the ten (10) day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time resulting from such delay.** If the delay is due to the failure of another City contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the City, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

CONTRACTOR SAFETY AND HEALTH REQUIREMENTS

The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with the performance of the Contract and for adequate maintenance of traffic.

The Contractor shall designate a member of the on-site construction team whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to the Owner and the Engineer, this person shall be the Contractor's Superintendent.

A. OSHA Requirements:

The Contractor warrants that the product, products, or services supplied to St. Johns City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns City shall be held harmless against any unsafe conditions and contractor employee incidents.

B. Compliance with Occupational Safety and Health Act:

Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

C. Training and Education:

Contractors will ensure that Contractor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Welding/Cutting/Brazing
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of: 1) Fall Hazards, 2) Caught-In and Between Hazards, 3) Struck-By Hazards, and 4) Electrocution Hazards.

D. Toxic Substances/Federal Hazard Communication "Right To Know and Understand" Regulations:

The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them. The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns City facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

E. Temporary Traffic Control (TTC)/Maintenance of Traffic (MOT)

The Contractor must comply with the Florida Department of Transportation's (DOT) Temporary Traffic Control (TTC) and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employees when performing right-of-way work while under contract with St. Johns City. Contractor employees must wear a Class II (daytime), Class III (night/limited

visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way

TERMINATION

The City may, by written notice to Contractor, terminate the awarded Contract in whole or in part at any time for the City's convenience or for the default of the Contractor.

If, at any time, the awarded Contract is terminated by the City, whether for cause or for convenience, the City may, at its sole discretion, negotiate with the second lowest, responsible, responsive bidder for completion of the required Work if it serves the best interest of the City to do so.

TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

INSURANCE

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City. All insurance policies shall be satisfactory to the City and shall be issued by companies authorized and duly licensed to transact business in the State of Florida. The Contractor shall furnish proof of Insurance to the City prior to the execution of this Contract. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

No less than ten (10) days written notice shall be provided to the City prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the City within thirty (30) days of expiration of the current policy.

Certificates shall specifically include the City as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: City of St. Augustine Beach, a political subdivision of the State of Florida
2200 A1A S
St. Augustine, FL 32080
Attn: Finance Department

The Contractor shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

The Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

The Contractor shall procure and maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

The required insurance limits identified above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. City has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless

the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

City reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

GOVERNING LAWS & REGULATIONS

The Contractor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and City of St. Augustine Beach both as to interpretation and performance.

For the projects awarded under this contract relating to an Emergency declaration, the Contractor will comply with the strictest provisions of Federal 2 CFR 200, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement.
- b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The City, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. The City and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Contractor acknowledges that, in the event that the City terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of the City's termination of this Agreement for breach of these provisions regarding employment eligibility.
- f. Contractor shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the City, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the City under this Agreement, Contractor shall:

BID NO: 23-08; A STREET PARKING AND DRAINAGE IMPROVEMENTS

- (1)** Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the Services;
- (2)** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (3)** Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City; and
- (4)** Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the Services.

If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the City's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AWARDED AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

2200 A1A S
St. Augustine, FL 32080
Phone: (904) 471-2122
Email: dfitzgerald@cityofsab.org

END OF SECTION

**OFFICIAL CITY BID FORM WITH
ATTACHMENTS**

**OFFICIAL CITY BID FORM CITY
OF ST. AUGUSTINE BEACH,
FLORIDA**

PROJECT: A STREET PARKING AND DRAINAGE IMPROVEMENTS

TO: THE CITY COMMISSION OF CITY OF ST. AUGUSTINE BEACH, FLORIDA DATE

SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name

Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 23-08; A STREET PARKING AND DRAINAGE IMPROVEMENTS in City of St. Augustine Beach, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary, including mobilization/demobilization and temporary traffic control plan, to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

Note: Any and all fees, charges, and costs associated with performing the required services must be included in the lump sum costs submitted below. These prices shall be final cost to the City. No fuel surcharges, transportation surcharges, or any other fees or costs shall be paid in addition to the prices submitted below.

BASE BID PAVING OPTION 1: ASPHALT, CONCRETE AND DRAINAGE

TOTAL BASE BID PAVING OPTION 1: \$ _____
(From Exhibit “B” PAVING OPTIONS) Amount Written in Numerals

\$ _____ /100
Amount Written in Words

ALTERNATE BID PAVING OPTION 2: BRICK PAVERS, CONCRETE AND DRAINAGE

TOTAL ALTERNATE PAVING OPTION 2: \$ _____
(From Exhibit “B” PAVING OPTIONS) Amount Written in Numerals

\$ _____ /100
Amount Written in Words

ALTERNATE BID PAVING OPTION 3: CONCRETE PARKING SPACES, BRICK PAVERS, AND DRAINAGE

TOTAL ALTERNATE PAVING OPTION 3: \$ _____
(From Exhibit “B” PAVING OPTIONS) Amount Written in Numerals

\$ _____ /100
Amount Written in Words

BID NO: 23-08; A STREET PARKING AND DRAINAGE IMPROVEMENTS

ALTERNATE BID PAVING OPTION 4: BRICK PAVER PARKING SPACES, CONCRETE AND DRAINAGE

TOTAL ALTERNATE PAVING OPTION 4: \$ _____
(From Exhibit "B" PAVING OPTIONS) Amount Written in Numerals

\$ _____ /100

Amount Written in Words

Bidder shall insert the Total Lump Sum Bid Price in numerals and in words. Any discrepancy between the two submitted amounts shall be determined by the amount written in words.

The Total Lump Sum Bid Price submitted above shall include any and all fees, taxes, surcharges, and any other costs associated with performing the work required by this Contract. The Total Lump Sum Bid Price above shall be the final price charged to the City for work performed.

No separate measurement or payment will be made for any work required to construct the parking and drainage improvements, nor shall separate measurement or payment be made for demolition, clearing, excavation, grading, or earthwork otherwise required to construct the parking and drainage improvements. No separate measurement or payment shall be made for the material, formwork, excavation, filling and leveling, asphalt or brick paver or concrete placement methods required to build the parking and drainage improvements. No separate measurement or payment shall be made for any activities that encroach, impact, or otherwise affect any endangered, threatened or otherwise protected species. No allowance shall be made for the restoration, relocation, fees, fines, or payments required to mitigate any impacts to such. All costs required to construct parking and drainage improvements shall be included under the relevant Base Bid and Alternate Bid Paving Option bid items.

The Lump Sum Bid Price offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

BID NO: 23-08; A STREET PARKING AND DRAINAGE IMPROVEMENTS

During the preparation of the Bid, the following addenda, if any, were received:

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Commission within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of no less than five percent (5%) of Total Lump Sum Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

BID NO: 23-08; A STREET PARKING AND DRAINAGE IMPROVEMENTS

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

Address: _____

Telephone No.: (____) _____ Fax No.: (____) _____

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number: _____ DUNS #: _____
(If applicable)

INDIVIDUAL

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: (____) _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

Each Bidder must submit all required forms and attachments. Failure to submit any required document may be grounds for disqualification due to non-responsiveness.

Submittal Requirements: Official City Bid Form, and all Attachments must be completed; along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal.

BID NO: 23-08; A STREET PARKING AND DRAINAGE IMPROVEMENTS

ATTACHMENT A

CITY OF ST. AUGUSTINE BEACH AFFIDAVIT

Bidder shall complete and submit a sworn statement as part of the submitted Bid. This sworn statement shall be an Affidavit in the following form, executed by an officer/principal of the Bidder, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____

CITY OF _____

The Undersigned authority, _____ (“Affiant”), who being duly sworn, deposes and states that he/she is the _____ (Title) of the Bidder _____ (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the Bid Documents for Bid No: 23-08; A STREET PARKING AND DRAINAGE IMPROVEMENTS, in City of St. Augustine Beach, Florida.

The Affiant further states that no more than one Bid for the above-referenced project will be submitted from the Bidder, the Affiant, their firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another Bidder for the same work. Affiant also states that neither he/she, the firm, association nor corporation of the Bidder has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm’s Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____

BIDDER MUST EXECUTE AND ATTACH THIS AFFADAVIT TO SUBMITTED BID.

ATTACHMENT B

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing; that _____, (Authorized Representative of Bidder) who signed the Bond(s) on behalf of the Bidder, was then _____ (Title) of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said bond(s) was duly signed, sealed, and attested to on behalf of said corporation by authority of its governing body.

Signature of Secretary

Full Legal Name of Corporation (Bidder)

STATE OF _____

CITY OF _____

Before and by me, a Notary Public duly commissioned, qualified and acting personally, being duly sworn upon oath by means of ☐ physical presence or ☐ online notarization, _____ (Authorized Representative of Bidder) states that he/she is authorized to execute the foregoing Bid Bond on behalf of the Bidder named therein in favor of City of St. Augustine Beach, Florida.

Subscribed and sworn to me on this ____ day of _____, 2022, by the Authorized Representative of Bidder, who is personally known to me or has produced _____ as identification. Type and Number of I.D. produced: _____.

Notary Public

My Commission Expires: _____

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)

ATTACHMENT C
LICENSE / CERTIFICATION LIST

In the space below, the Bidder shall list all **current** licenses and certifications held.

The bidder shall attach a copy of each current license and certifications listed below to this form.

License(s)/Certificate(s)/ Pre-Qualifications	License #	Issuing Agency	Expiration Date
State of Florida Business License			
Certified General Contractor (CGC)			
Certified Underground Utility and Excavation Contractor (CUC)			

ATTACHMENT D

LIST OF PROPOSED SUB-CONTRACTORS/SUPPLIERS

All subcontractors and major materials suppliers are subject to approval of Owner. The following are subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Contractor in the performance of this work.

The Bidder shall attach to Bidder's Proposal a copy of the following licenses/permits, as applicable, for each subcontractor listed below:

- State of Florida Business License
- Certified General Contractor (CGC)
- Certified Underground Utility and Excavation Contractor (CUC)

Company Name	Division/Discipline	Primary Contact Name	Contact Number and Email Address

ATTACHMENT E

**City of St. Augustine Beach City Commission
CONFLICT OF INTEREST DISCLOSURE FORM**

Bid No 23-08; A STREET PARKING AND DRAINAGE IMPROVEMENTS

The term “conflict of interest” refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant’s/contractor’s professional judgment in completing work for the benefit of City of St. Augustine Beach (“City”). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the City.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the City. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant’s/contractor’s professional judgement when completing work for the benefit of the City.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Full Legal Name of Bidder: _____

Authorized Representative(s) :

Signature

Print Name/Title

Signature

Print Name/Title

ATTACHMENT F

City of St. Augustine Beach City Commission

DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
Name of Firm

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 danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in City of St. Augustine Beach's request for proposals a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, 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 Florida Statute 893, as amended, 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 or plea.
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. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

Signature

Date

ATTACHMENT G

CERTIFICATE(S) OF INSURANCE

(Attach or insert copy here)

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described under Insurance.

Failure to provide proof of current insurance coverage or ability to obtain the required coverages may result in being deemed non-responsive and removed from further consideration.

ATTACHMENT H

EXPERIENCE OF BIDDER

Bidder acknowledges that he is fully licensed to perform work in the STATE OF FLORIDA.

The Bidder shall provide the following information regarding experience within the **past five (5) years** of this solicitation. Bidder must demonstrate the successful completion of **three (3) projects** equal to or greater than the scope of the project specified herein. The City reserves the right to consider alternate and/or additional projects to demonstrate qualification for this work.

Any material misrepresentation, as determined by the City, shall result in disqualification.

By: _____
Bidder

Authorized Signature

Date

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION

ATTACHMENT I

CLAIMS, LIENS, LITIGATION HISTORY

(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.
5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?
- Yes _____ No _____ If yes, please explain in detail:
6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes ____ No ____ If no, please explain why? _____
7. List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

ATTACHMENT J

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

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean 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, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____

ATTACHMENT K

NON-COLLUSION CERTIFICATION

City of St. Augustine Beach requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Qualification issued by City of St. Augustine Beach shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of City of St. Augustine Beach nor any professional management, administrative official or employee of the City, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Qualifications submitted in response to the Request for Qualification or in return for execution of a contract for performance or provision of services for which Qualification are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

ATTACHMENT L

E-VERIFY AFFIDAVIT

STATE OF _____
CITY OF _____

I, _____ (hereinafter "Affiant"), being duly authorized by and on behalf of _____ (hereinafter "Consultant/Contractor") hereby swears or affirms as follows:

1. Consultant/Contractor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. _____ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Consultant/Contractor 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 Consultant/Contractor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement 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.
3. Consultant/Contractor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Consultant/Contractor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which City of St. Augustine Beach may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, Consultant/Contractor shall be liable to the City of St. Augustine Beach for any costs incurred by the City of St. Augustine Beach resulting from Consultant/Contractor's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____

ATTACHMENT M

CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended) and the City of St. Augustine Beach Trenching and Excavation Safety Program. If there is a conflict between the ACT and the City of St. Augustine Beach Trenching and Excavation Safety Program, the more stringent requirement would apply. Bidder further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

By: _____

Bidder

Date

Authorized Signature

BID NO: 23-08; A STREET PARKING AND DRAINAGE IMPROVEMENTS

BID BOND

STATE OF FLORIDA
CITY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, and _____ as Surety, are held and firmly bound unto City of St. Augustine Beach, Florida, in the penal sum of _____ Dollars (\$____) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated _____, 20____.

For

BID 23-08: A STREET PARKING AND DRAINAGE IMPROVEMENTS

City of St. Augustine Beach, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the City in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the City the difference between the amount specified, in said Bid and the amount for which the City may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this day of _____ A.D., 20__, 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.

BID NO: 23-08; A STREET PARKING AND DRAINAGE IMPROVEMENTS

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY STATE

NAME OF LOCAL INSURANCE AGENCY

SCOPE OF WORK & SPECIFICATIONS

SCOPE OF WORK

The work consists of furnishing all labor, materials and equipment required to construct parking and drainage improvements as per signed and sealed construction plans/technical specifications and permits provided as Exhibits A, B and C of this invitation to bid.

All work performed shall conform to the relative sections of St. Johns County Land Development Code, City of St. Augustine Beach Codes and Ordinances and all associated construction standards and details (Latest Revision).

In the event a situation is encountered that is not addressed in the St. Johns County Land Development Code or City of St. Augustine Beach Codes and Ordinances, then the most current edition of the following FDOT Publications shall prevail:

- Standard Plans
- Standard Specifications
- FDOT Design Manual
- FDOT Flexible Pavement Design Manual
- FDOT Utility Accommodation Manual

Should a conflict arise between the construction specifications/details shown in Exhibit A Construction Plans/Technical Specifications and any of the above referenced standards, the Contractor shall immediately confer with the City Engineer and/or his/her designee to resolve the discrepancy.

MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for any work required to construct the parking and drainage improvements, nor shall separate measurement or payment be made for demolition, clearing, excavation, grading, or earthwork otherwise required to construct the parking and drainage improvements. No separate measurement or payment shall be made for the material, formwork, excavation, filling and leveling, asphalt or brick paver or concrete placement methods required to build the parking and drainage improvements. No separate measurement or payment shall be made for any activities that encroach, impact, or otherwise affect any endangered, threatened or otherwise protected species. No allowance shall be made for the restoration, relocation, fees, fines, or payments required to mitigate any impacts to such. All costs required to construct parking and drainage improvements shall be included under the relevant base and alternate paving option bid item.

END OF SECTION

SEALED BID MAILING LABEL

**Cut along the outer border and affix this label
to your sealed bid envelope to identify it as a
"Sealed BID"**

SEALED BID • DO NOT OPEN	
SEALED BID NO.:	BID NO: 23-08
BID TITLE:	A STREET PARKING AND DRAINAGE IMPROVEMENTS
DUE DATE/TIME:	By 10:00AM – November 28, 2023
SUBMITTED BY:	
	Company Name
	Company Address
	Company Address
DELIVER TO:	City Clerk City of St. Augustine Beach 2200 A1A S St. Augustine FL 32080



END OF DOCUMENT