

CITY OF ST. AUGUSTINE BEACH, FLORIDA



BID NO. 23-01 CITY POLICE DEPARTMENT AND BUILDING C ROOF REPLACEMENT ADDENDUM NO. 2

BID ISSUE DATE: March 4, 2023

ADDENDUM NO. 1 DATE: Friday, March 17, 2023

ADDENDUM NO. 2 DATE: Tuesday March 21, 2023

ORIGINAL BID DUE DATE: Thursday, March 23, 2023
2:00 P.M. (Local time)

**REVISED BID DUE DATE: Tuesday, March 28, 2023
2:00 P.M. (Local Time)**

SUBMIT TO: City of St. Augustine Beach
City Clerk's Office
2200 S.R. A1A South
St. Augustine Beach, FL 32080

**BID NO. 23-01
CITY POLICE DEPARTMENT AND BUILDING C ROOF REPLACEMENT
ADDENDUM NO. 2**

The City of St. Augustine Beach has received the following questions from prospective respondents to Bid No. 23-01 - City Police Department and Building C Roof Replacement. The submitted questions and City responses are presented below and are hereby incorporated into Bid No. 23-01:

Question No. 1:

There is no Bid Form included in the documents. How do you want us to provide the bid response? Should we put it on our own letterhead or will you create an addendum?

Response to Question No. 1

A Bid Form is provided below and is hereby incorporated into the Bid Documents. All bidders should complete and submit the provided Bid Form with their submittal.

In addition to the inclusion of the aforementioned Bid Form, the following items are also hereby incorporated into the Bid Documents via Addendum No. 2:

- Updated Instruction to Bidders
 - Correction of typo (i.e. removal of word “drainage” in two locations)
 - Removal of Florida Trench Safety Paragraph due to it being inapplicable with proposed work
- Inclusion of a blank Bid Bond Form
- Inclusion of a blank Construction Bond Form
- Due to the late timing of Addendum No. 2 the bid submittal deadline has been extended until **2:00 PM EDT Tuesday March 28, 2023**

**CITY BID FORM
ST. AUGUSTINE BEACH, FLORIDA
LUMP SUM BID PROPOSAL**

PROJECT: City Police Department and Building C Roof Replacement

TO: THE CITY OF ST. AUGUSTINE BEACH

DATE SUBMITTED: _____

BID PROPOSAL OF

FULL LEGAL COMPANY NAME

Address Telephone No.

Having conducted a site visit and become familiar with site conditions of the project, and having carefully examined the Bidding requirements, including the Advertisement, Instructions to Bidders, and Contract Documents, including the General Conditions, Supplementary Conditions, Specifications, and Drawing entitled **CITY POLICE DEPARTMENT AND BUILDING C ROOF REPLACEMENT** in St. Johns County, Florida. The undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bid items quoted in this Base Bid Proposal summarized as follows:

BASE BID ITEM NO. 1: Roof replacement for City Police Department
Architectural Asphalt Shingles

\$ _____
Total Lump Sum Price (Numerical)

_____/100 Dollars
(Amount written or typed in words)

BASE BID ITEM NO. 2: Roof replacement for City Building C
Architectural Asphalt Shingles

\$ _____
Total Lump Sum Price (Numerical)

_____/100 Dollars
(Amount written or typed in words)

BASE BID ITEM NO. 3: Repair and waterproof capping of Police Department Arched Wall Dormers on east and west side of building.

\$ _____
Total Lump Sum Price (Numerical)

_____/100 Dollars
(Amount written or typed in words)

ALTERNATE BID ITEM NO. 1A: Roof replacement for City Police Department
Painted Metal - Exposed Fastener

\$ _____
Total Lump Sum Price (Numerical)

_____/100 Dollars
(Amount written or typed in words)

ALTERNATE BID ITEM NO. 1B: Roof replacement for City Police Department
Painted Metal - Hidden Fastener

\$ _____
Total Lump Sum Price (Numerical)

_____/100 Dollars
(Amount written or typed in words)

ALTERNATE BID ITEM NO. 2A: Roof replacement for City Building C
Painted Metal - Exposed Fastener

\$ _____
Total Lump Sum Price (Numerical)

_____/100 Dollars
(Amount written or typed in words)

ALTERNATE BID ITEM NO. 2B: Roof replacement for City Building C
Painted Metal – Hidden Fastener

\$ _____
Total Lump Sum Price (Numerical)

_____/100 Dollars
(Amount written or typed in words)

Bidder will enter written (in words) and numerically by the Lump Sum Price in the space provided above. In the event of a conflict, the written Lump Sum Price shall be considered as the Bidder correct bid.

Time of Substantial Completion to be 60 consecutive calendar days total from Notice to Proceed date from Owner.

Time of Final Completion is 30 consecutive calendar days from Substantial Completion.

Note: The listing order of bid items reflects a construction sequence in general terms for bidding purposes only and is not a specific construction schedule.

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 Project Specifications and form of Contract and Public Construction Bonds, together with the Plans.

We have physically visited the job site and 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, and 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 City, within the same time limit specified in the Contract Documents for the following total sum price as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within sixty (60) 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 agrees, if awarded the Contract, to Substantially Complete all work in the time frames indicated on the prior page. Undersigned further agrees that from the compensation otherwise to be paid, the Owner may retain the liquidated damages as provided in the Contract, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain each day by the failure of the Undersigned to complete the work in the time stipulated, and this sum is not to be construed as penalty.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) total 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 sixty (60) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract and Public Construction Bond upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

INSTRUCTION TO BIDDERS
(modified 3/21/2023)

OWNER: City of St. Augustine Beach
2200 SR A1A
St. Augustine, Florida 32080

PROJECT: **BID NO.: 23-01**
City Police Department and Building C Roof Replacement

DEFINITIONS

Bidding Documents include the Advertisement/Notice to Bidders, Front End Bid Documents, Standard Agreement, Public Construction Bond, Specifications and any Addenda issued prior to receipt of Bids.

Mandatory Pre-Bid Inspection: Bidders must conduct a mandatory pre-bid inspection of the buildings in order to qualify to submit a bid. During their inspection, prospective bidders will be provided access to the site to conduct their inspection and measure the proposed roofs as necessary to prepare their bid. Inspections will be scheduled through the Project Coordinator Russell Adams (email: radams@cityofsab.org); or by phone: (904) 471-1119. The City will not answer any verbal bidder questions during pre-bid inspections. All bidder questions must be presented in writing or by email to the Project Coordinator as specified in herein.

All definitions set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Project Director prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Owner is the City of St. Augustine Beach or designee, responsible for the execution of the contract and directing and approving all contractor work. Shop drawing review and field inspections for the project shall be performed by the City of St. Augustine Beach.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

Alternate Bid items if shown in the Bid Document must be bid as separate construction that could be awarded or may be omitted from the contract. Contractor must bid all items of construction.

A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents and shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

A Bidder is one who submits a Bid as a prime contractor to the Owner for the work described in the proposed Contract Documents.

BIDDER’S REPRESENTATION

Each Bidder, by marking their Bid, represents that:

The Bidder has read and understands the Bidding and Contract Documents and their Bid is made in accordance herewith:

- A. The Bidder has visited the Site and become familiar with the local conditions under which the Work is to be performed.
- B. The Bidder’s Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.
- C. The Bidder has properly allocated the dollar value of each part of the work to the appropriate lump sum bid price.

SALES AND USE TAXES

All state sales and use taxes on materials and equipment to be incorporated in the Work shall be included in the Bid. However, the Owner is exempt from sales and use taxes on materials and equipment and therefore, at the Owners option, the Contractor shall be required to provide the Owner with the details of his Purchase Order(s), including vendor name, address, vendor quotation and the quantity and type of materials and/or equipment being ordered. The Owner may choose to order the major materials and/or equipment direct. Should the Owner choose to do this, any payment that is made direct by the Owner (plus an amount equal to the sales tax that would have been paid by the Contractor) for the materials shall be a direct deduct from the Contractors contract as if the payment were made direct to the Contractor. The whole purpose of this provision is to save the amount of sales taxes that would be otherwise assessed to the Contractor for the major material purchases. The contractor will still remain responsible for all other contractual requirements including but not limited to all handling, offloading, submittals, installation, operation and maintenance manuals, startup and warranty work.

BIDDING DOCUMENTS

Copies: Bidders may obtain, via direct digital download from Demandstar or from the City of St. Augustine Beach, complete sets of the Bidding Documents in the number and for the purchase sum, to General Contractors, stated in the Advertisement or Invitation - Notice to Bidders.

Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. The City of St. Augustine Beach shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents.

The Owner, in making copies of the Bidding 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 BIDDING DOCUMENTS

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request received by the Owner at least ten (10) days prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding 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 Bidding Documents by the Owner or his Representative **three (3)** business 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 Bidding 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 ten (10) days prior to the date for receipt of Bids. Each such request shall 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 and test data any other information necessary for an evaluation. 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 proposer. The Owner's approval or disapproval of a proposed substitution shall be final.

If the Owner approves any proposed substitution, such approval will be set forth in an Addenda. Bidders shall **not** rely upon approval made in any other manner.

ADDENDA

Addenda will be distributed to all who are known by the Owner to have received a complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose. Addenda and Addendum may be used interchangeably in these documents.

Each Bidder shall ascertain prior to submitting his bid that they have received all Addenda issued, and he **shall** acknowledge their receipt in the space provided in the Bid Proposal Form

Bids shall be submitted in **TRIPLICATE (one (1) original and two (2) copies)** on forms, provided in this manual. All blanks on the Bid Form shall be filled in by computer (pdf) or manually in **BLUE** ink.

FORM AND STYLE OF BIDS

Bid proposals must be placed in an envelope, sealed and placed in another envelope, plainly marked on the outside addressed to Max Royle, City Manager, City Hall, 2200 A1A South, St. Augustine Beach, FL 32080, with return address in top left hand corner and recite: **BID NO.: 23-01 – SEALED BID FOR CITY POLICE DEPARTMENT AND BUILDING C ROOF REPLACEMENT, CITY OF ST AUGUSTINE BEACH FLORIDA.**

See Following Example:

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

City of St. Augustine Beach
Attention: Max Royle, City Manager
City Managers Office
2200 SR A1A
St. Augustine Beach, FL 32080
BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT

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 interlineation, 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.

Contractor shall complete the Unit Price List fully, even if some items are not in the Contract Documents.

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

BID SECURITY

The Total Lump Sum Bid shall be accompanied by a Bid Security in the required Bid Bond form in the amount of 5% of the Total Bid, pledging that the Bidder will enter into a contract with the Owner on the terms stated in his 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 may be in the form of a Bid Bond or certified cashiers check in the amount of 5 percent of the Total Bid amount, being the sum of the lump sum price for the ~~drainage~~-improvements, made payable to City of St. Augustine Beach City Commissioners.

If a Bid Bond is submitted, it shall be written in the form of the attached sample, 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 in “A Instruction to Bidders”. The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department.

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

Prepare and submit one (1) original and two (2) copies of the required Bid Bond as shown above. Type or print Bidder’s and Surety’s names in the same language as in the Advertisement, or Invitation to Bid. The Corporate seal must be affixed. Type or print the name of the Surety on the line provided and affix its corporate seal.

Attach a copy of Surety agent’s Power of Attorney, unless the Power of Attorney has been recorded in St. Johns County. 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.

SUBMISSION OF BIDS

All copies of the Bid, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope.

The envelope shall be addressed as required in the “Instruction to Bidders”, and shall be identified with the Bid Number, Project Name, the Bidder’s Name, and return address, and portion of the project or category of work for which the Bid is submitted. The envelope containing the above Bid Documents shall be enclosed in an outer envelope and identified in the same manner as shown above.

Bidder shall assume full responsibility for timely delivery at 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/Notice to Bidders, 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.

MODIFICATION OR WITHDRAWAL OF BID

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

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

Bid Security shall be in the amount of 5 percent (5%) of the Total Bid as modified or resubmitted.

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addenda to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the Total bid amounts of the Base Bids and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the City of St. Augustine Beach bulletin board for 72 hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the City of St. Augustine Beach, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the City of St. Augustine Beach. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

Rejection of Bids: The Owner's reserve 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 Bidding Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award): The Owner's shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received.

It is the intent of this bid to award a contract to the single lowest responsible Bidder for the **Drainage** Improvements, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, is judged to be reasonable, balanced and does not exceed the funds budgeted for the Project. The City of St. Augustine Beach reserves the right to accept or reject any bid that is not considered in its best interest. Additionally, the City of St. Augustine Beach reserves the right to award a contract to the lowest responsible Bidder for the applicable portion of the bid to be awarded either the Base Bid or the Base bid plus the Additive Alternate bid. If the bid is awarded, it will be the contractor's responsibility to coordinate all work and associated scheduling to ensure timely and technically compliant project.

The successful bidder shall be required to contract with the City of St. Augustine Beach for the Roof Replacement project as specified.

If Contract is awarded, the contract will be awarded within sixty (60) days from the date of the Bid opening, or as designated in the Bid Documents.

QUALIFICATION OF CONTRACTORS

Minimum Qualifications: Prime Bidders must be fully licensed to do business in the State of Florida and must have successfully constructed, as a prime contractor or subcontractor at least three (3) projects

in the past 12 months of the type, size, and dollar value of the construction proposed for this project (as provided for in Attachment B). The Prime Bidder must have been in business for at least two (2) years and retained a licensed contractor for at least five (5) years. Bidder's must complete Attachment "E" – License/Certification List and attach a copy of each license and certificate shown and submit the with their Bid Proposal.

Evidence of contractors experience shall be provided by completing all requested information and submitting Project List showing previous experience of successful construction of projects comparable in size and dollar value to that being proposed.

Evidence of all required qualifications must be submitted with the bid proposal by submitting a License/Certification List listing all licenses, certifications, pre-certifications, etc. and attaching copies of each item listed for **BOTH** prime and all subcontractors.

- A. Each bid must contain either evidence of the Bidder's qualifications to do business in the area where the projects are located or covenant to obtain such qualifications prior to award of Contract.
- B. To demonstrate his qualifications to perform the Work, each Bidder shall submit with his Bid written evidence as to experience in similar work including references, description, and evidence of possession of, or covenant to obtain prior to award of Contract, valid state, county, and local licenses and Certificates of Competency covering all operations and all areas of political jurisdiction involved in the Work of this project and such other data as may be requested by the OWNER. No bidder/company will be issued a contract for the work, who in the past seven (7) years has filed for bankruptcy personally or has been an owner/officer or principal of a firm, which has filed bankruptcy in the past seven (7) years. Bidder/company shall submit a written certification enclosed as Attachment G.

LIST OF SUBCONTRACTORS - (Required 7 days after bid date, and only by the apparent low bidder)

Submit to Owner a list of Subcontractors and major materials suppliers to be used if awarded the contract. If no Subcontractors or major material suppliers are required, so state there on.

Upon request by the Owner, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the Owner, 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 Owner will notify the Bidder in writing if the Owner, 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 Owner then may, at his option, disqualify the Bidder, at no cost to the Owner.

The Owner 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 Owner 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 Owner. Successful bidder shall not subcontract more than 25 percent (25%) of amount bid without prior approval.

PUBLIC CONSTRUCTION BOND

City of St. Augustine Beach Required Bonds: The Bidder shall furnish the required bond, in the form provided herein, 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 all parties.

SURETY BOND

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

Surety must be licensed to do business in Florida.

Surety must have been in business and have a record of successful continuous operations for at least three years.

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.

Surety must have fulfilled all of its obligations on all other bonds given to the Owner.

Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, 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 3 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 County 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 specified in the Bidding Documents, the bonds shall be written in the form of those bound in this Project Manual.

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

Form to be Used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the Standard Fixed Price Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum.

CONTRACT TIME - LIQUIDATED DAMAGES

The following will be made a part of the Contract:

The Contractor shall have ten (10) days to return Contract originals from the time the Contractor receives a “Notice of Award”. The Owner 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 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 County 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 responsive responsible Bidder.

“The work to be performed per under this Agreement shall be commenced within **ten (10)** days of the Notice to Proceed date. Construction of the project:

Time of Substantial Completion to be **60** consecutive calendar days total from Notice to Proceed date from Owner.

Time of Final Completion to be **30** consecutive calendar days total after Substantial Completion.

Conditions under which Liquidated Damages are Imposed:

Should the Contractor or, in case of his default, the Surety fail to complete the work within the time stipulated in the contract, 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 as liquidated damages, 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	\$ 313.00
Over \$50,000 but less than \$250,000	\$ 580.00
\$250,000 or more but less than \$500,000	\$ 715.00
\$500,000 or more but less than \$2,500,000	\$1,423.00

All additional fees and costs incurred by the Owner resulting from the Contractor's failure to complete the work will be charged to the Contractor.

INSURANCE

Liability Insurance, Workmen's Compensation, and Vehicle Coverage will be required to be retained in force during the Contract Period (See Article XIII in Standard Fixed Price Agreement Between Owner & Contractor). An original insurance certificate, naming the City of St. Augustine Beach City Commissioners as additionally insured will be provided by the Contractor, prior to issuing "Notice to Proceed."

TAXES

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

FLORIDA TRENCH SAFETY ACT

~~Bidders shall complete Bid Form Attachment F, 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.~~

END OF SECTION

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL PERSONS BY THESE PRESENTS, that we the undersigned _____
_____ as Principal,
and _____ as Surety are
hereby held and firmly bound unto the City of St. Augustine Beach, Florida, as Owner in the penal
sum of five percent (5%) of Amount Bid for the payment of which well and truly to be made, we
hereby jointly and severally bind ourselves, successors and assigns. Signed, this _____ day
of _____, 2023. The Condition of the above obligation is such that whereas the
Principal has submitted _____ to a certain Bid attached
hereto and hereby made a part hereof of enter into a Contract in writing for the:
Construction of

City Police Department and Building C Roof Replacement
St. Augustine Beach, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Total Bid within sixty (60) days after Total 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 of St. Augustine Beach, Florida in accordance with the Total 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 Total 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 of St. Augustine Beach, Florida the difference between the amount specified, in said Total Bid and the amount for which the City of St. Augustine Beach 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., 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 it's governing body.

WITNESSES:

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

WITNESSES:

(Sign)

(Print Name)

(Sign)

Print Name)

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY STATE ZIP

WITNESS:

(Sign)

(Print Name)

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY STATE ZIP

NAME OF LOCAL INSURANCE AGENCY

PUBLIC CONSTRUCTION BOND

BOND NO.: _____

BY THIS BOND, We, _____
(Contractor), _____
_____ (Address), _____ (Phone), as Principal and
_____ (Surety Co.), _____
_____ (Address),
_____ (Phone), a Corporation, as Surety are bound to the CITY OF ST.
AUGUSTINE BEACH, FLORIDA, herein called Owner, in the sum of \$ _____, for
payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and
severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated, _____, 2023, between Principal and Owner for **City Police Department and Building C Roof Replacement**. The City of St. Augustine Beach, Florida, the contract being made a part of this bond by reference, and the times and in the manner prescribed in the contract; and
2. Promptly makes payment 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; and
3. Promptly pays Owner all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

PROVIDED, FURTHER, that the Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to work to be performed thereunder or the Plans or Specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time alternations or addition to the terms of the Contract or to work to be performed thereunder or the Plans or Specifications.

PROVIDED FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended.

The term "Amendment" wherever used in this Bond, and whether referring to this Bond or the Contract shall include any alteration, addition, extension, or modification of any character whatsoever.

This Bond incorporates herein all the provisions of Florida Statute 255.05.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each of which shall be deemed an original, this _____ day of _____, 2023.

ATTEST:

Principal

By: _____

(Principal) Secretary

(SEAL)

Witness as to Principal

Address

Address

ATTEST:

(Surety) Secretary

Surety

(SEAL)

By: _____
Attorney-in-Fact

Witness to Surety

Address

Address

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

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.