

Prepared by:
CITY OF LARGO, FLORIDA
ENGINEERING SERVICES DEPARTMENT



**Neighborhood Roadway and Infrastructure Improvements – TR-02
Valencia Dr Area**

Contract Number: 24-B-799

June 28, 2024

The proposed work specified in this contract is subject to City Commission approval; therefore, any, all, or part of the work specified herein may be increased, decreased, or deleted in accordance with City Commission direction.

All work within Pinellas County jurisdiction shall be performed in accordance with Pinellas County standards and utility license terms, provisions, and conditions.

All other work under this contract shall be governed by these specifications and by all applicable City of Largo standards.

All communications pertaining to this contract shall carry the reference "**City Bid No. 24-B-799**".

Jerald Woloszynski

Jerald Woloszynski, P.E.
Director of Engineering Services

**BIDDING DOCUMENTS FOR
NEIGHBORHOOD ROADWAY AND INFRASTRUCTURE IMPROVEMENTS
VALNCIA DR AREA**

CONTRACT NO: 24-B-799

BIDDING REQUIREMENTS

Advertisement (C-111)
Instructions to Bidders (C-200)
Bid Form (C-410)
Bid Bond (C-435)
Qualifications Statement (C-451)
Corporate Acknowledgment
Certificate as to Corporate Official
Debarment, Suspension Vendor Responsibility Certification Form
Non-Collusive Affidavit
Drug-Free Workplace Certification
Trench Safety Act

CONTRACT DOCUMENTS

Agreement (C-520)*
General Conditions of the Construction Contract (C-700)
Supplementary Conditions (C-800)*
Performance Bond (C-610)
Payment Bond (C-615)
Contractor's Application for Payment (C-620)
Notice of Award (C-510)
Notice to Proceed (C-550)
Work Change Directive (C-940)
Change Order (C-941)
Field Order (C-942)
Certificate of Substantial Completion (C-625)
Notice of Acceptability of Work (C-626)
Affidavit and Partial Release of Lien
Final Affidavit and Partial Release of Lien
Final Receipt – Release of Lien (provided by Contractor)

* **It is Owner's expectation that exceptions will be resolved through Addenda prior to bid submittal in order to expedite contract execution.**

TECHNICAL SPECIFICATIONS

PLANS

**CITY OF LARGO
LARGO, FL**

**NEIGHBORHOOD ROADWAY AND INFRASTRUCTURE IMPROVEMENTS
VALENCIA DR AREA**

CONTRACT NUMBER: 24-B-799

ADVERTISEMENT FOR BIDS

Sealed Bids for the **Neighborhood Roadway and Infrastructure Improvements - Valencia Dr Area Project** will be received by the **City of Largo**, at the **Office of Performance and Budget**, until 3:00 PM local time on **August 08, 2024** at which time the Bids received will be **publicly** opened and read. The Project consists of **pavement improvements to the Valencia Dr. area. The work will include pavement work consisting of major rehabilitation/reconstruction, stormwater infrastructure improvements, and water quality improvements.**

Bids will be received for a single prime Contract. Bids shall be on a unit price, as well as lump sum basis, with additive alternate bid items as indicated in the Bid Form.

The Issuing Office for the Bidding Documents is: **Office of Performance and Budget, 201 Highland Avenue, Largo, FL 33770. Direct questions concerning this Bid to Kezia Southern, Procurement Analyst, ksouthern@largo.com.** Prospective Bidders may obtain copies of the Bidding Documents from the Issuing Office as described below. **Deadline for questions is July 15, 2024.**

Bidding Documents may be downloaded from Demandstar.com, free of charge.

Bidders may elect to submit their response to this ITB by electronic submission through the free on-line services of DemandStar. All documents and attachments must be uploaded by the date and time indicated. Bidders who are e-bidding for the first time are strongly encouraged to contact DemandStar at 866-273-1863 or obtain assistance by e-mailing questions to Support@demandstar.com. Solicitation responses uploaded to DemandStar after the solicitation response due date and time shall not be considered. It is the sole responsibility of the bidder to ensure that its solicitation response is uploaded and submitted before such date and time. The City of Largo is not responsible for delays caused by power outages or internet failures. No exceptions will be made.

No Pre-bid conference will be held at this time.

Bid security shall be furnished in accordance with the Instructions to Bidders.

IT IS THE BIDDER'S RESPONSIBILITY TO CHECK DEMANDSTAR FOR FINAL DOCUMENTS PRIOR TO SUBMITTAL

Owner: **City of Largo**
By: **Kezia Southern**
Title: **Procurement Analyst**
Date: **June 28, 2024**

+ + END OF ADVERTISEMENT FOR BIDS + +

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid a completed Qualification Statement, included with these Bidding Requirements.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

- c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
- 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 There will be no pre-bid conference for this advertisement.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.
- 7.03 It is Owner's intention to resolve exceptions to the Agreement and Supplementary Conditions through Addenda in order to expedite contract execution.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds

for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership’s address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm’s address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder’s name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture’s address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

- 14.01 *Lump Sum*
- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid shall be addressed to City of Largo, Office of Performance and Budget, 201 Highland Avenue NE, Largo, FL 33770, Attn: Mecca Serfustini, Contracts and Procurement Administrator.
- 15.03 Overnight and Express Mail should not be addressed to the City’s PO Box.
- 15.04 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

C. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

BID FORM

NEIGHBORHOOD ROADWAY AND INFRASTRUCTURE IMPROVEMENTS –VALENCIA DRIVE

CONTRACT NO. 24-B-799

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Largo

Office of Performance and Budget

201 Highland Avenue NE

Largo, FL 33770

Attn: Kezia Southern, Procurement Analyst

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

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**CITY OF LARGO ENGINEERING DEPARTMENT
NEIGHBORHOOD ROADWAY AND INFRASTRUCTURE IMPROVEMENTS - VALENCIA DRIVE (TRO2)
BID FORM**

Item No.	Pay Item Description (City of Largo Base Bid)	Quantity	Unit	Unit Price (\$)	Total Price (\$)
1	Testing Laboratory Allowance (S-4)	1.00	LA	\$ 27,700.00	\$ 27,700.00
2	Clear & Grub (110-1)	1.00	LS		\$ -
3	Excavation and Embankment	1,367.00	CY		\$ -
4	Mailbox Relocation (110)	24.00	EA		\$ -
5	Mailbox Replacement, Masonry (110)	3.00	EA		\$ -
6	Performance Turf (570)	1,784.00	SY		\$ -
7	1.5" Milling (327)	1,851.00	SY		\$ -
8	Asphaltic Concrete Structural Course, SP-9.5	784.00	TN		\$ -
9	Asphaltic Concrete Base Course, B-12.5	287.00	TN		\$ -
10	Roadway Curb and Gutter Base, 8 inch	5,472.00	SY		\$ -
11	Stabilized Subgrade, 12 inch	6,903.00	SY		\$ -
12	Miami Curb (520)	5,076.00	LF		\$ -
13	Valley Curb (520)	106.00	LF		\$ -
14	FDOT Type F Curp (520)	170.00	LF		\$ -
15	Driveway, Concrete (522-3)	1,060.00	SY		\$ -
16	Driveway, Shell	13.00	CY		\$ -
17	Storm Inlet, Type RC-5	2.00	EA		\$ -
18	Storm Inlet, Ditch Bottom Inlet, Type D (425)	4.00	EA		\$ -
19	Storm Inlet, Gutter Inlet, Type V, J Bottom	1.00	EA		\$ -
20	Drainage Manhole, 5" Diameter (425)	3.00	EA		\$ -
21	12" x 18" ERCP (430)	999.00	LF		\$ -
22	Adjustment of Existing Structure, Manhole	2.00	EA		\$ -
23	Underdrain System (440)	898.00	LF		\$ -
24	Signs (700) Furnish and Install	4.00	EA		\$ -
25	Signs, Relocate	2.00	EA		\$ -
26	Thermoplastic, Standard, Yellow Solid, 6" (711)	160.00	LF		\$ -
27	Thermoplastic, Standard, White Solid, 24" (711)	50.00	LF		\$ -
28	Reflective Pavement Markers	13.00	EA		\$ -
29	Irrigation Per Lot	3.00	EA		\$ -
TOTAL CITY OF LARGO BASE BID				\$	

Item No.	Pay Item Description (Pinellas County Base Bid)	Quantity	Unit	Unit Price (\$)	Total Price (\$)
PW-330521-202-06FP18	6" Directional Drill Fusible PVC Pipe, C-900 DR 18	785.00	LF		\$ -
PW-330521-202-06P18RJC	6" Directional Drill PVC Restrained Joint Pipe and Couplings C-900 DR 18	45.00	LF		\$ -
PW-331101-105-90204	Disconnect & Plug 2" or 4" Pipe	2.00	EA		\$ -
PW-331101-105-90608	Disconnect & Plug 6" or 8" Pipe	4.00	EA		\$ -
PW-331101-304-02P17RJF	2" PVC Restrained Joint Pipe & Fittings, SDR 17	30.00	LF		\$ -
PW-331101-304-06P18	6" PVC Pipe, C-900 DR 18	945.00	LF		\$ -
PW-331101-304-06P18RJF	6" PVC Restrained Joint Pipe and Fittings, C-900 DR 18	65.00	LF		\$ -
PW-331101-305-90608	Remove Out of Service Pipe 6" to 8"	970.00	LF		\$ -
PW-331101-308-02SC	2" Sleeved Connection	3.00	EA		\$ -
PW-331101-308-06SC	6" Sleeved Connection	2.00	EA		\$ -
PW-331101-308-924RD	Reverse Deadman for 2" or 4" Pipe	3.00	EA		\$ -
PW-331101-308-968RD	Reverse Deadman for 6" or 8" Pipe	2.00	EA		\$ -
PW-331101-309-02RW	2" RWGV (Resilient Wedge Gate Valve) & Box	2.00	EA		\$ -
PW-331101-309-06RW515	6" RWGV & Box C 515	2.00	EA		\$ -
PW-331101-310-0002	Fire Hydrant Assembly with Valve	6.00	EA		\$ -
PW-331101-312-0606TV	6" x 6" Tapping Sleeve Valve & Box	1.00	EA		\$ -
PW-331101-312-2406TV	24" x 6" Tapping Sleeve Valve & Box	1.00	EA		\$ -
PW-331101-312-3006TV	30" x 6" Tapping Sleeve Valve & Box	1.00	EA		\$ -
PW-331101-314-01LS	1" Service Connection (Long Side)	47.00	EA		\$ -
PW-331101-314-01SS	1" Service Connection (Short Side)	27.00	EA		\$ -
353-0100	Driveway Restoration (In Kind)	12.00	SY		\$ -
522-2504	Sidewalk, Concrete, 6" Min. Thickness, Remove and Replace, < 25 Square Yards	6.00	SY		\$ -
522-8000	Ramp, ADA, 6" Min. Thickness	1.00	EA		\$ -
005-0700	Survey Construction Layout and As Builts (WM)	1.00	LS		\$ -
PW-999-0000	Unspecified Work (Allowance)	1.00	LS	\$ 150,000.00	\$ 150,000.00
TOTAL PINELLAS COUNTY BASE BID					\$
TOTAL PROJECT BASE BID					\$

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purposes of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – ATTACHMENTS TO THIS BID

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.:
 - G. Required Bidder Qualification Statement with supporting data; and
 - H. Corporate Acknowledgement
 - I. Certificate as to Corporate Official
 - J. Debarment, Suspension Vendor Responsibility Certification Form
 - K. Non-collusive Affidavit
 - L. Drug-free Workplace Certification
 - M. Trench Safety Act

ARTICLE 8 – DEFINED TERMS

The terms used in this Bid with initial capital letters have the meanings stated in the instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.