



INVITATION FOR BID (IFB)

NO. 0145-16-RM-BC

**INGLEWOOD NEIGHBORHOOD STORMWATER
IMPROVEMENTS**

VOLUME 2 OF 3

PROPOSAL AND CONTRACT FORMS

September 16, 2016

PROPOSAL AND CONTRACT FORMS

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CONTRACT BOND (DRAFT)

PROPOSAL OF

(Bidder Registered Name)

(Bidder Registered Address)

() ()

Telephone Number Fax Number Email Address

FOR

INGLEWOOD NEIGHBORHOOD STORMWATER IMPROVEMENTS

IFB NO. 0145-16-RM-BC

Submitted _____, 2016

TO THE CITY OF TALLAHASSEE, FLORIDA:

I (We), the undersigned, hereby declare that the only persons, firm or corporation interested in this Bid or the Contract to be entered into, as principals, are named herein, and that this Bid is made without collusion with any person, firm or corporation, and that it is in all respects fair and in good faith; that I (we) have carefully examined and fully understand the form of Contract and Contract Bond, the approved Plans dated 9/16/16, the Contract Documents dated 9/16/16, and the other documents attached hereto and have made a full examination of the location of the proposed work and am (are) satisfied as to the actual conditions and requirements of the Work, and I (we) hereby propose and agree that if this Bid is accepted, I (we) will contract with the City of Tallahassee, Florida, in the form of Contract hereto attached, to furnish all necessary labor, equipment, and materials, fully understanding that the quantities shown herewith are approximate only, and that I (we) will fully complete all necessary work in accordance with the Plans and Specifications, and the requirements under them of the Engineer within **two hundred twenty five (225) calendar days** after receipt of Notice to Proceed for the sum of:

_____ Dollars
and _____ cents (\$_____).

Upon failing to perform the Work within the allotted Contract Time, I (we) will pay as **liquidated damages** to the City of Tallahassee the sum of **\$ 1,584.00** for each consecutive calendar day that the Work continues after expiration of the Contract Time.

Said price to include all costs incidental to the following Work:

The work of this project consists of furnishing all labor, equipment and materials for construction of residential neighborhood drainage, water and sewer infrastructure and other incidental construction. A detailed listing of pay items and quantities to be completed for this Project is provided on the Bid Summary Sheets in the Proposal.

The undersigned further agree(s) to bear the full cost of maintaining all work until the final acceptance, as provided in the General Provisions.

The above amount, if accepted by the City of Tallahassee, shall form a Contract to be entered into. The undersigned agree(s) to furnish a sufficient and satisfactory bond in the sum of not less than one hundred percent (100%) of the contract price of the work awarded. It is further agreed that in case of failure on the part of the undersigned to execute said Contract and bond under the conditions of this Bid within ten (10) days after the receipt of the Contract, the accompanying Bid Security, made payable to the City of Tallahassee, of not less than five percent (5%) of the base bid, shall be forfeited as liquidated damages; otherwise, said Guarantee is to be returned to the undersigned upon the delivery of the executed Contract and a satisfactory Contract Bond (Performance Security).

Attached hereto is the said Bid Security in the form of a Bid Bond in the amount of _____ Dollars (\$_____), 5% of base Bid, according to the provisions contained herein and to the conditions in the Specifications.

I (We) hereby acknowledge receipt of the following addenda issued during the bidding period:

Addendum No. ____ Dated _____ Addendum No. ____ Dated _____
Addendum No. ____ Dated _____ Addendum No. ____ Dated _____
Addendum No. ____ Dated _____ Addendum No. ____ Dated _____
Addendum No. ____ Dated _____ Addendum No. ____ Dated _____

(Attach sheet for further Addenda)

I (We), the undersigned hereby certify that I (we) have carefully examined the foregoing Bid after the same was completed, and have verified each item placed thereon; and I (we) agree to indemnify, defend, and save harmless, the City of Tallahassee against any cost damage or expense which it may incur or be caused by any error in my (our) preparation of same.

The following is applicable if the Total Base Bid with Additive Alternates is \$100,000 or more:

I (We), the undersigned, further certify that I (we) have examined and understand the MBE provisions specified in the Instructions to Bidders and that the attached List of Minority Subcontractors and contract amounts are accurate and are a part of my (our) bid. A general contractor's expenditures for materials and supplies required under a contract and obtained from a certified MBE supplier may be used to satisfy 60% of the dollars needed to satisfy any individual MBE goal amount. I (We) understand that failure to meet the MBE participation goals for this project (10.5%) may result in my (our) Bid being rejected and that, if awarded the Contract, failure to meet or exceed the MBE participation goals proposed by my (our) Bid may constitute grounds for termination of the Contract by the Owner.

The City accepts MBEs certified with Leon County. Therefore, MBE firms certified with City of Tallahassee or Leon County are available at the below websites. However, these directories may not be up-to-date when you conduct your search. For additional information/assistance contact the City's MBE Office at (850) 891-6500.

City of Tallahassee: <https://www.talgov.com/pubworks/mbeDirectory.aspx>
Leon County: <http://www.leoncountyfl.gov/mbe>

The following is applicable only for MBE Joint-Venture Proposals:

I (we) further certify that the interests in this Bid and to be held in the Contract, with each party to share in the Contract dollars according to the percentage of interest, are (list each party and percentage of interest):

ALL BIDDERS MUST PROPERLY AND FULLY EXECUTE THE FOLLOWING IN ORDER FOR THEIR BID TO BE CONSIDERED:

CORPORATION:

_____(Seal)
Principal (Bidder)

Printed or Typed Name

BY:_____(Seal)
President or Vice President

Printed or Typed Name

ATTEST:

Secretary (Or Asst. Secretary)

(Affix Corporate Seal)

INDIVIDUAL OR FIRM TRADING AS:

_____(Seal)
Signature: Individual or Owner

Witness:_____

Witness:_____

PARTNERSHIP:

_____(Seal)
Principal (Bidder)

Printed or Typed Name

Signature:
(1)_____
Co-Partner or General Partner

Printed or Typed Name

(2)_____
Co-Partner or General Partner

Printed or Typed Name

WITNESSED BY:

(1)_____

(1)_____

(2)_____

(2)_____

(If Partnership, list names and addresses of each partner below.

If Joint-Venture, use Principal (Bidder).
Use this space for additional bidder.

Contractor License I.D. #_____

Federal Tax Identification Number

BID SUMMARY SHEET
INGLEWOOD NEIGHBORHOOD STORMWATER IMPROVEMENTS

BIDDER NAME: _____

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	CONTRACT PRICE
101-1	MOBILIZATION	1	LS	\$	\$
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$	\$
102-75	TREE PROTECTION BARRICADE	243	LF	\$	\$
104-10-3	STAKED SILT FENCE (TYPE IV)	300	LF	\$	\$
104-18-1	INLET PROTECTION SYSTEM (TYPE 1)	11	EA	\$	\$
104-18-2	INLET PROTECTION SYSTEM (TYPE 2)	2	EA	\$	\$
110-1	CLEARING AND GRUBBING	1	LS	\$	\$
160-4	TYPE B STABILIZED SUBGRADE (LBR 40) (12")	2,024	SY	\$	\$
285-704	OPTIONAL BASE LIMEROCK (LBR 100) (6")	2,024	SY	\$	\$
327-70-2	MILL EXISTING ASPHALT PAVEMENT, (depth varies 2" - 4")	2,172	SY	\$	\$
334-1-2	SUPERPAVE ASPHALTIC CONC. SP-9.5, (2")	3,887	SY	\$	\$
410-70-066	CONCRETE BOX CULVERT (6'X6')	45	LF	\$	\$
425-1-351	INLETS, CURB, TYPE P-5, <10' (P-97, P109, P-112A)	3	EA	\$	\$
425-1-451	INLETS, CURB, TYPE J-5, <10' (P107, P106)	2	EA	\$	\$
425-1-541	INLETS, DITCH BOTTOM, TYPE D <10' (P113)	1	EA	\$	\$
425-1-543	INLETS, TYPE J-D, 4' X 11' BOTTOM (P-115)	1	EA	\$	\$
425-1-900	INLETS, SPECIAL, TYPE P1-HC (P98, P99)	2	EA	\$	\$
425-1-901	INLETS, SPECIAL, TYPE J1-HC (P112)	1	EA	\$	\$
425-1-902	INLETS, SPECIAL, TYPE P5-HC (P123)	1	EA	\$	\$
425-1-903	INLETS, SPECIAL, TYPE P6-HC (P114)	1	EA	\$	\$
425-1-904	INLETS, SPECIAL, TYPE SP-HC (P120)	1	EA	\$	\$
425-2-10	MANHOLES, J-7, SPECIAL, 10'X11' (P-111)	1	EA	\$	\$
425-2-62	MANHOLES, P-8, >10', STORM (P96)	1	EA	\$	\$
425-2-71	MANHOLES, J-7, <10', STORM (P-112B)	1	EA	\$	\$
425-2-91	MANHOLE, J-8, <10', STORM (P-108, P-94)	2	EA	\$	\$
430-175-118	PIPE CULV, CONCRETE, ROUND, 18"	49	LF	\$	\$

BID SUMMARY SHEET
INGLEWOOD NEIGHBORHOOD STORMWATER IMPROVEMENTS

BIDDER NAME: _____

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	CONTRACT PRICE
430-175-124	PIPE CULV, CONCRETE, ROUND, 24"	393	LF	\$	\$
430-175-136	PIPE CULV, CONCRETE, ROUND, 36"	151	LF	\$	\$
430-175-160	PIPE CULV, CONCRETE, ROUND, 60"	23	LF	\$	\$
430-175-172	PIPE CULV, CONCRETE, ROUND, 72"	11	LF	\$	\$
430-830-1	MASONRY PIPE PLUG	1	EA	\$	\$
430-830-18	FILLING AND PLUGGING EXISTING PIPE (FLOWABLE FILL)	412	LF	\$	\$
430-834-36	CONCRETE JACKET (36" PIPE)	1	EA	\$	\$
430-834-60	CONCRETE JACKET (60" PIPE)	1	EA	\$	\$
430-834-72	CONCRETE JACKET (72" PIPE)	1	EA	\$	\$
520-1-10	CONCRETE CURB & GUTTER (TYPE F MOD. - MATCH EXISTING)	225	LF	\$	\$
522-2	CONCRETE DRIVEWAY, 6" THICK	28	SY	\$	\$
570-1-2	PERFORMANCE TURF (SOD)	1,500	SY	\$	\$
1806	6" PVC WATER PIPE, 0 - 6' DEEP	871	LF	\$	\$
5051	WATER SERVICE, 1"	9	EA	\$	\$
5080	REPLACE EXISTING WATER SERVICE	7	EA	\$	\$
5091	INSTALL FIRE HYDRANT ASSEMBLY	2	EA	\$	\$
5106	6" GATE VALVE	5	EA	\$	\$
5136	6" TAPPING SLEEVE AND VALVE	1	EA	\$	\$
20300	ADJUST OR RELOCATE WATERMETER & METER BOX	2	EA	\$	\$
3106	6" PVC SEWER PIPE, 0 - 6' DEEP	26	LF	\$	\$
3108	8" PVC SEWER PIPE, 6' - 8' DEEP	176	LF	\$	\$
3608	8" DIP SEWER PIPE, 6' - 8' DEEP	12	LF	\$	\$
3112-1	12" PVC SEWER PIPE, 8' - 10' DEEP	25	LF	\$	\$
3112-2	12" PVC SEWER PIPE, 10' - 12' DEEP	50	LF	\$	\$
3112-3	12" PVC SEWER PIPE, 12' - 14' DEEP	518	LF	\$	\$
6060	4" WASTEWATER LATERAL	18	EA	\$	\$

BID SUMMARY SHEET
INGLEWOOD NEIGHBORHOOD STORMWATER IMPROVEMENTS

BIDDER NAME: _____

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	CONTRACT PRICE
6130-1	48" WASTEWATER MANHOLE 0-6'	1	EA	\$	\$
6130-2	48" WASTEWATER MANHOLE 8' - 10'	1	EA	\$	\$
6130-3	48" WASTEWATER MANHOLE 10' - 12'	2	EA	\$	\$
6130-3A	48" WASTEWATER MANHOLE 10'-12' DROP	1	EA	\$	\$
6130-4	48" WASTEWATER MANHOLE 12' - 14'	1	EA	\$	\$
430-830-12	FILLING AND PLUGGING EXISTING 12" SAN SEWER	19	CY	\$	\$
6140	ABANDON EXISTING WASTEWATER MANHOLE	1	EA	\$	\$
6145	REMOVE EXISTING WASTEWATER MANHOLE	1	EA	\$	\$
	BASE BID (SEE NOTE 1)				\$

NOTES:

1. Enter Total Base Bid on Page 1 as Total and use to compute Bid Bond.
2. PRICE TAX EXEMPT - The bidder(s) will not be exempt from the Florida Sales Tax on materials and services. The City is exempt from the Florida excise taxes on materials, appliances, etc., which are incorporated into and become a part of the finished improvement.
3. All above items as per City of Tallahassee specifications.
4. IN THE EVENT OF AN ERROR IN EXTENDED PRICE, UNIT COST WILL PREVAIL.

MBE UTILIZATION SUMMARY

Applicable if Total Bid with Add Alternates is \$100,000 or more
(MBE percentage should reflect price plus any alternates)

INGLEWOOD NEIGHBORHOOD STORMWATER IMPROVEMENTS

This list is attached to and is an integral part of the bid submitted by

Bidder: _____

The undersigned, hereinafter called "Bidder", lists below the names of the MBE subcontractors who will perform the indicated scope of work for the amounts listed. (Note: Minimum MBE goals are 7.5% Black, for which you will receive 7.5 points, and 3% Female, for which you will receive 3 points, if minimum goals are not met in either category, zero (0) points will be awarded in that category.) For more information about the Point System, see section 16.5.74(b) of the City of Tallahassee MBE Policy.

<u>Name, Address, and Telephone Number of MBE Subcontractor</u>	<u>Scope of Work</u>	<u>Dollar Amount of Subcontract</u>	<u>Black (B) or Female (F)</u>
1. _____ _____	_____	_____	_____
2. _____ _____	_____	_____	_____
3. _____ _____	_____	_____	_____
4. _____ _____	_____	_____	_____

Only 60% of the dollars spent with an MBE Supplier will be counted toward participation in any category, and this amount can only satisfy 60% of the total needed to fulfill any goal.

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

	<u>BLACK</u>	<u>FEMALE</u>
Total MBE Dollars:	\$ _____	\$ _____
Total Project Bid (includes alternates):	\$ _____	\$ _____
MBE Percentage of Total Bid:	_____	_____

Notes:

Work tasks and values of "subcontract" work to be performed by minority firm(s) of an MBE Joint Venture must be listed hereon.

The Bidder certifies that all MBE subcontractors have been certified as MBE firms by the City of Tallahassee's Minority Business Office.

The Bidder certifies that he/she is aware of the MBE provisions specified for this project and that the above list of minority subcontractors and contract amounts are accurate and represent _____ percentage of the total bid.

In witness, whereof, the Bidder has hereunto set his signature and affixed his seal this _____ day of _____ A.D., 20_____.

(Affix)
(Seal)

Signed: _____

Title: _____

ATTEST: _____

Title: _____

Firm: _____

Address: _____

Specifications for this job (Instructions to Bidders, 2.0 Minority Business Enterprise (MBE) Participation) require:

The BIDDER shall submit, as part of his bid, a list of minority businesses proposed to be used in completing this contract. That list, which shall be prepared on this form, shall include the following: the name and address of the subcontractor, type of work, and amount of the proposed subcontract.

Within two (2) working days following bid opening, the apparent low bidder shall provide to the City a written contract/agreement executed between the prime and minority subcontractor confirming the representation made in the bid proposal. If applicable the bidder(s) must also submit any and all documentation of his good faith efforts as required by Section 16.5.9 of the MBE policy, within the two day time limitation.

**STATEMENT OF GOOD FAITH EFFORTS
MBE Construction Projects**

BIDDER: _____

DATE: _____

This form is to be completed if bidder fails to achieve the MBE goals established for this project. The bidder is allowed to use an alternate method that demonstrates the good faith efforts made to meet the goals established as long as all of the requested information is included. Failure to include all requested information may result in the bid being determined as non-responsive to the MBE goals.

The following list is not intended to be exclusive or exhaustive and the City will look not only at the different kinds of efforts the bidder has made, but also the quality, quantity, intensity and timeliness of those efforts; it is the responsibility of the bidder to exercise good faith efforts. Any act or omission by the City shall not relieve the bidder of this responsibility.

Criteria listed below are consistent with the intent of **Section 16.5.9 of the City's Administrative Policies & Procedures Manual, as amended.** A response is required to address each cited paragraph. Additional pages may be added as necessary.

1. Attendance at Pre-Bid conference, if held:

___ Yes ___ No ___ Not Held **(10 POINTS)**

2. Whether and when the bidder provided written notice to certified MBE's listed in the City of Tallahassee MBE and/or Leon County Government Program directories that perform the type of work to be subcontracted and advising the MBE's of the specific work the bidder intends to subcontract; that their interest in the contract is being solicited; and how to obtain information for the review and inspection of contract plans and specifications. (20 POINTS)

All letters from bidders to prospective MBE subcontractors should be post marked a minimum of 12 calendar days or faxed recorded 7 days prior to bid opening.

A. Provide complete list of all MBE's solicited.

B. Provide **DATE** letters were mailed (MBE's will be canvassed as to who sent them letters and what date they were received.) Provide a copy of solicitation and all other letters sent to MBE's. Recommended information in your solicitation letter can include, but not limited to, the following:

- Project specific information.
- Your willingness to assist with supply purchases.
- Bonding requirements of your firm.
- Any assistance your firm will be giving regarding bonding requirements, lines of credit and insurance requirements.
- Availability of specifications and plans through your office.
- Best time to reach you by phone (MBE firms will be canvassed regarding your responsiveness to their calls and project information they received from your firm.)
- Bid opening date and all addendum information.
- Your requirements/time frames/payment schedules.

**STATEMENT OF GOOD FAITH EFFORTS
(Continued)**

BIDDER: _____

3. Whether the bidder selected feasible portions of work to be performed by MBE's, including, where appropriate, breaking contracts or combining elements of work into feasible units. The ability of the bidder to perform the work with its own work force will not in itself excuse a contractor from making positive efforts to meet the established goals. (10 POINTS)

If appropriate, detail any subcontracting category that you have broken down to assist MBE firms and list firms that have been made aware of this reduced scope.

Subcontracting Category	MBE Firm

4. Whether the bidder considered all quotations received from MBE's and for those quotations not accepted, the bidder should provide an explanation of why the MBE will not be used during the course of the contract. Receipt of lower quotation from non-MBE will not in itself excuse a bidder's failure to meet project goals. (15 POINTS)

List all MBE firms who quoted this project; the amount quoted, and the successful subcontractor (if not the MBE firm) and their quote:

Name of MBE	MBE's Quote	Name of non-MBE Subcontractor Chosen	Subcontractor's Quote

5. Whether the bidder provided interested MBE's assistance in reviewing the contract plans and specifications. (5 POINTS)

Name the MBE firms provided assistance and describe how your firm provided such assistance.

**STATEMENT OF GOOD FAITH EFFORTS
(Continued)**

BIDDER: _____

6. **Whether the bidder assisted interested MBE firms in obtaining required bonding, lines of credit or insurance if such assistance was necessary. (5 POINTS)**

If the project was above \$200,000 or exempt from the City of Tallahassee's Bond Waiver Program, name the MBE's assisted and describe the assistance provided.

7. **Indicate whether the bidder has utilized MBE subcontractors on City, or other local, contracts within the past six months. (10 POINTS)**

Inglewood Neighborhood Stormwater Improvements	MBE Firms Used	Dollar Value

8. **Whether the bidder advertised in general circulation, trade association, and/or minority/women - focus media concerning the subcontracting opportunities. (10 POINTS)**

List which papers carried your ad and attach a copy of the ad.

STATEMENT OF GOOD FAITH EFFORTS

(Continued)

BIDDER: _____

9. **Written documentation that the bidder contacted the City of Tallahassee's MBE Office, other local M/WBE Offices or, if applicable, Federal MBE/DBE Offices, for guidance and assistance if having difficulty obtaining minority participation and unable to identify portions of work that can be feasibly broken down. (10 POINTS)**

List minority/women organizations contacted.
(A minimum of three organizations must be contacted.)

Organization	Person Contacted	Date Contacted

10. **Describe any additional efforts or circumstances, which may assist the City in determining your Good Faith Efforts. (5 POINTS)**

A minimum score equal to 80% of the eligible points is required to achieve an acceptable good faith effort determination.
--

BID SECURITY

STATE OF FLORIDA
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

(hereinafter called "Principal"), and _____

as Surety (hereinafter called "Surety") are held and firmly bound unto the City of Tallahassee (hereinafter called "City") in the sum of

_____ Dollars

and _____ cents (\$ _____) lawful money of the United States of America, for payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents:

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the City of Tallahassee for

**INGLEWOOD NEIGHBORHOOD STORMWATER IMPROVEMENTS
IFB No. 0145-16-RM-BC**

WHEREAS, it was a condition precedent to the submission of said bid that a bid bond in the amount of not less than five (5) percent of the base bid be submitted with the base bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written contract with the City of Tallahassee and furnish a contract surety bond in the amount equal to one hundred percent (100%) of the contract sum for the performance of said Contract within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW THEREFORE, the conditions of this obligation are such that if the bid of the "Principal" herein be accepted and said "Principal" within ten (10) consecutive calendar days after written notice being given of such acceptance, enter into a written contract with the City of Tallahassee and furnish a contract surety bond in the amount equal to one-hundred percent (100%) of the contract sum, satisfactory to the City of Tallahassee, then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the City of Tallahassee and the "Surety" herein agrees to pay said sum in good and lawful money of the United States of America, as liquidated damages for failure thereto of said "Principal".

IN WITNESS WHEREOF, the said _____

_____ as

"Principal" herein has caused these presents to be signed and sealed and the

said _____ as "Surety" herein has caused these

presents to be signed in its name by its _____ under its corporate

seal, this _____ day of _____, A.D., 20_____.

ATTEST:

TITLE: _____

ATTEST:

TITLE: _____

PRINCIPAL:

BY: _____ (SEAL)

TITLE: _____

SURETY:

BY: _____ (SEAL)

Its Attorney-in-Fact (Surety)

TITLE: _____

Florida Resident Insurance Agent;

License No. _____

NOTE: Power of Attorney showing authority of Attorney-In-Fact shall be attached.



Local Vendor Affidavit

Effective November 10, 2012, the City of Tallahassee's *Local Business Incentive Program* (pilot program where local businesses received 10% preference) was replaced with the original Local Preference Program under Code of Ordinances, Part II, Chapter 2, Article X, Section 2-201 through 2-203. Therefore, under the original ordinance local vendors/businesses may qualify for up to a 5% preference, dependent on the aggregate amount of the quote. To qualify, a vendor must maintain a permanent place of business with full-time employees within Leon, Wakulla, Gadsden or Jefferson County, Florida, for a minimum of six (6) months prior to the date quotes are received. Local vendor must submit this Local Vendor Affidavit with his/her bid/quote for the preference.

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which meets ALL below requirements:

- a) Has had a fixed office or distribution point located in and having a street address within the four county area of Leon, Wakulla, Gadsden and Jefferson for at least six (6) months immediately prior to the submission of bids/quotes, to the City of Tallahassee, *and*
- b) Holds any business license required by the four county area of Leon, Wakulla, Gadsden, and Jefferson (please attach copies); *and*
- c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in the four county area of Leon, Wakulla, Gadsden, and Jefferson, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in the four county area of Leon, Wakulla, Gadsden, and Jefferson.

Please complete the following in support of the self-certification and submit copies of your County and/or City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business/Company Name:	
Current Local Address:	Phone: () Fax: ()
If the above address has been for less than six months, please provide the prior local address: Length of time at this address:	
Home Office Address:	Phone: () Fax: ()

NOTE: The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

Signature of Authorized Representative

Print Name of Authorized Representative

Date Signed

TRENCH SAFETY ACT FORM

Bidder acknowledges that included in the various items of the proposal and in the total bid prices are cost for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the cost to be summarized below. Failure to complete the following may result in the Bid being declared non-responsive.

Trench Safety Measure (Description)	Unit of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
TOTAL				

CONTRACT FOR CONSTRUCTION
(Contract No. XXXX)

THIS CONTRACT FOR CONSTRUCTION is dated _____, 20____, and between the City of Tallahassee, a Florida municipal corporation, hereinafter called the "City", and [Insert correct legal name of Contractor], a [Insert type of legal entity preceded by state (if partnership or corporate entity)], hereinafter called the "Contractor".

Recitals

The City issued an Invitation for Bid (No !), and related documents, dated [INSERT DATE] (collectively, the "IFB") seeking bids from qualified contractors for the following:

~ ("Project").

The Contractor submitted a bid in response to the IFB, the City has selected the Contractor for award of a contract for construction of the project described above, and the City and the Contractor desire to enter into a contract providing for construction of the Project upon the terms and subject to the conditions set forth herein.

The parties therefore agree as follows:

1. Construction of the Project. The Contractor, at its own cost and expense, will do the work required to be done and furnish all labor, equipment, and materials required to complete the Project, all in strict accordance with the Contract Documents, as defined herein.
2. Compensation for Performance. The City agrees to compensate Contractor for satisfactory performance of all required work, labor, equipment, and materials in accordance with the Contract Documents, as defined herein. In addition to other remedies available under this Agreement, the City shall have the right to deduct, offset against, or withhold from sums or payments otherwise due the Contractor any sums or amounts which the Contractor may owe to the City pursuant to provisions of this Agreement, as a result of breach or termination of this Agreement, or otherwise.
3. Liability of City. The liability of City, as set forth in this Agreement, is intended to be consistent with limitations of Florida law, including without limitation the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. No obligation imposed by this Agreement shall be deemed to alter said waiver or to extend the liability of City beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which City may be entitled. All obligations of City shall be subject to appropriation of funds.

4. Indemnity. The Contractor shall indemnify and hold harmless the City, its officers and employees, 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 the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

5. Survival. All provisions of the Contract Documents that by their nature survive completion of the Project (including, but not limited to warranty and indemnification) shall be deemed to survive termination of this Contract for Construction.

6. Equal Opportunity. The Contractor agrees to comply with the following requirements:

(1) The Contractor will not discriminate against any employee or applicant for employment because of his/her race, creed, color, sex, marital status or national origin and will post in a conspicuous place, available to all employees and job applicants, a copy of this pledge.

(2) The Contractor will, in all solicitations or advertisements for job applicants, place or cause to be placed a statement that the Contractor is an Equal Opportunity Employer.

(3) In the event the Contractor does not abide by these statements of nondiscrimination, this Contract for Construction may be canceled, terminated, or suspended in whole or in part.

7. Contract Documents.

(a) The following shall constitute the "Contract Documents", which comprise the entire agreement between the City and the Contractor concerning the Project, and are by reference incorporated as if set forth fully herein:

(1) This Contract for Construction (pages 1 to 3, inclusive) and all written amendments.

(2) The Contractor's bid (dated _____, 20__) in the total sum amount of _____ (\$_____).

(3) IFB No. _____ (dated _____, 20__) including all addenda thereto, if any.

(b) The documents listed in section 7(a) above are on file in the office of the City Treasurer-Clerk (except as expressly noted otherwise).

(c) The Contract Documents may only be amended, modified or supplemented as provided in a writing signed by duly authorized representatives of the parties.

(d) In the event of an inconsistency between any of the provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence in the following order:

(1) This Contract for Construction (pages 1 to 3, inclusive) and all written amendments.

(2) The Contractor's bid (dated _____, 20__) in the total sum amount of _____ (\$_____).

(3) IFB No. _____ (dated _____, 20__) including all addenda thereto, if any.

The parties are signing this Contract for Construction as of the date stated in the introductory clause.

CITY OF TALLAHASSEE

Attest:

By: _____

James O. Cooke, IV
City Treasurer Clerk

By: _____

(Type or print name and title of Interim signatory)

[Insert type of legal entity preceded by state (if partnership or corporate entity)]

Witness as to Contractor

By: _____

Name: _____

Title: _____

Witness as to Contractor

CONTRACT BOND

Contractor:

Name: _____

Principal Business Address:

Telephone Number:

Surety: _____

Owner: _____

Contracting Entity: _____

Contract Number: _____

Description of Project: *[e.g., legal description or street address of property being improved or general description of improvements]*

BY THIS BOND, We, the above-named Contractor and the above-named Surety, a corporation duly authorized under the laws of the State of Florida to act as surety on bonds, are held and firmly bound to the CITY OF TALLAHASSEE, a Florida municipal corporation, hereinafter called the City, in the following sum:

_____ DOLLARS
(\$ _____),

for payment of which we bind ourselves, our personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Contractor:

1. Shall strictly and in all respects faithfully and fully perform the terms and conditions of that certain contract between the Contractor and the City described above and dated the ____ day of _____, _____, upon the terms and conditions set forth in that contract, which are made a part of this bond

by reference, at the times and in the manner prescribed in the contract as they may be amended by the Contractor and City, such contract and amendments thereto hereinafter called the Contract; and,

2. Promptly makes payments to all claimants, as defined in Section 255.01, Florida Statutes, supplying Contractor with labor, services, materials, or supplies in prosecution of the work provided for in the Contract; and,

3. Promptly and fully indemnifies the City as required by the Contract; and,

4. Pays to the City all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the City sustains by reason of any failure by the Contractor to fully and completely perform the Contract; and, performs the guarantee of all work, materials, and equipment furnished under the Contract for the time specified in the Contract, [including without limitation the remedy of any and all defects in or from the said work, and payment for any damage to other work resulting therefrom, which may exist, appear, occur or result within a period of two (2) years from the date of final, written acceptance of all work under the Contract,] then this bond is void; otherwise it remains in full force and effect.

Any changes in, or under, the Contract; any granting of an extension of time for the performance of the Contract; any other forbearance by or on the part of the either the City or the Contractor; or any compliance or noncompliance with any formalities connected with the Contract or changes thereto shall in no way release or affect, in any way, the obligations of either the Contractor or the Surety under this bond. Notice to the Surety of any such changes, extensions, or forbearance is hereby specifically waived.

DATED this _____ day of _____, _____.

For the Principal:

By: _____

(Type or print name and title of signatory)

For the Surety:

By: _____

By: _____ (Seal)
Attorney-in-Fact

(Type or print name and title of signatory)

Florida Resident Agent: _____

Registration No.: _____

NOTE: POWER OF ATTORNEY SHOWING AUTHORITY OF ATTORNEY IN FACT SHALL BE ATTACHED HERETO.