

SECTION 00300

PROPOSAL

To: **City of New Port Richey, City Clerk's Office 5919**
Address: **Main Street, New Port Richey, FL 34652 2022**
Project Title: **Frances Avenue Park Shelter Improvements**
Engineer: **AYRES ASSOCIATES**
ITB Number: **22-004**

Bidder's person to contact for additional information on this Proposal:

Name : **Matthew Ivie – Ayres Associates**
Telephone/Email: **(813) 978-8688 / IvieM@ayresassociates.com**

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection of collusion with any person submitting another Proposal on this Contract.

The Bidder further agrees that he has exercised his own judgement regarding the interpretation of subsurface information and has utilized all data which he believes pertinent from the Engineer, Owner, and other sources in arriving at his conclusions.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within **30 days**, not including Sundays and legal holidays, after notice of award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner the Performance Bond and Payment Bond required herein, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

The Bidder further agrees to furnish the Owner, before Contract execution, the certificates of insurance as specified in these Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within **10** calendar days after the date of the Notice to Proceed and to complete the construction, in all respects, within the number of calendar days, after the date of the Notice to Proceed, set forth in the Contract Documents. The Contractor shall also comply with all other specific completion dates and sequences indicated elsewhere in the Contract Documents.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit, extended time limit or completion dates agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of **\$1,000.00** per calendar day for all work awarded under one contract until the work shall have been satisfactorily completed as provided by the Contract Documents.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No.'s 1, , , (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

NAMED MATERIALS AND MANUFACTURERS

In the space provided, the Bidder shall list as part of the bid the material and manufacturer to be utilized, if successful. Failure to list this information shall be cause for rejection of Bid.

NONCOLLUSION AFFIDAVIT

When attached the Bidder shall complete and submit with the bid the attached sworn Non-collusion Affidavit.

PUBLIC ENTITY CRIMES

When attached the Bidder shall complete and submit with the bid the attached sworn statement under Section 287.133 (3) (a), Florida Statutes, on public entity crimes.

DRUG-FREE WORKPLACE CERTIFICATION

When attached the Bidder may complete and submit with the bid the attached Drug-free Workplace Certification, in accordance with Section 287.087, Florida Statutes.

If the bidder wishes to offer alternate equipment, as a substitute to those major equipment items named, he may do so by writing the appropriate name in the space provided. When alternate equipment items are offered the bidder shall indicate the cost of the alternate equipment item in addition to the cost of the named equipment item. This will allow the owner to directly compare both named and alternate equipment items. If no alternate is offered the bidder shall always indicate the cost of the named item to be supplied.

In order for the owner to determine if the proposed substitution is a satisfactory alternative to that specified, one set of Shop Drawings, including specifications, drawings, full descriptive material, detailed equipment lists, etc. shall be submitted with the bid for evaluation.

In the event that the Owner approves the alternate equipment item for use as a substitute, the alternate equipment or article shall be furnished at the cost indicated. The Contract Price, which reflects the BASE BID and named major equipment costs only, shall be adjusted, up or down, by the difference between the cost of the named major equipment item and the alternate major equipment item, provided they are different, by Change Order following contract execution.

In the event that the Owner does not approve the alternate equipment item for use as a substitute, the named equipment item indicated by the bidder on the bid form shall be furnished.

AWARD

Award of the Contract will be based on the lowest total base bid plus allowance amount, if any, and other applicable portions of the contract documents, whichever combination the Owner determines will be in its best interest.

PROPOSAL TABULATION

Item No.	Description	Bid Quantity	Unit	Unit Cost	Total
1.00	GENERAL CONDITIONS				
1.01	Mobilization	1	LS	\$5,500.00	\$5,500.00
1.02	NPDES Compliance	1	LS	\$500.00	\$500.00
1.03	Construction Stake-out/ Record survey	1	LS	\$3,860.00	\$3,860.00
1.04	Payment and Performance Bond	1	LS	\$25,500.00	\$25,500.00
	GENERAL CONDITIONS, SUB-TOTAL				

2.00	DEMOLITION				
2.01	Remove Existing Shelter Structures	3	LS	\$5,000.00	\$15,000.00
	DEMOLITION, SUB-TOTAL				

3.00	EARTHWORK				
3.01	Clearing, Grubbing and Earthwork	1	LS	\$15,200.00	\$15,200.00
3.02	Sod Disturbed Area	2050	SY	\$9.12/sy	\$18,700.00
	STRUCTURES SUB-TOTAL				

4.00	CONSTRUCTION				
4.01	Concrete Sidewalk (4"Thick)	207	SY	\$104.78/sy	\$21,690.00
4.02	Hexagon Shelters	2	LS	\$80,640.00	\$161,280.00
4.03	Rectangular Shelter	1	LS	\$95,120.00	\$95,120.00
	STRUCTURES SUB-TOTAL				

	Owners Contingency				
	OWNERS CONTINGENCY				\$ 20,000.00

Total bid amount for the work shall be Three Hundred Eighty-Two Thousand Three Hundred Fifty and
00/100 Dollars (\$ 382,350.00)

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 26th day of January, 2022.

(SEAL)

SC Signature Construction Corp

Name of Corporation

Florida

State of Incorporation

By

Joseph Matissek

Typed/Printed Name

President

Title

Attest

Marla Janikowski-Warden

Secretary

CGC1514332

License Number

* * * * *

SECTION 00310

NONCOLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Pasco

Joseph Matissek, being first duly sworn deposes and says that:

1. He (it) is the President, of SC Signature Construction Corp, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By [Signature]

Sworn and subscribed to before me this 26th day of January, 2022,

in the State of Florida, County of Pasco

[Signature]

Notary Public



MARLA JANIKOWSKI-WARDEN
Commission # GG 328879
Expires August 27, 2023
Bonded Thru Budget Notary Services

My Commission Expires: August 27, 2023

SECTION 00320

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. ITB22-004-2020
for Frances Ave Park Shelter Improvements

2. This sworn statement is submitted by SC Signature Construction Corp
(name or entity, submitting sworn statement)

whose business address is 8530 Oreto Drive Port Richey, FL 34668

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3032041

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Joseph Matissek and my
(please print name of individual signing)

relationship to the entity named above is President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b) Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- A predecessor or successor of a person convicted of a public entity crime: or
 - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares

constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

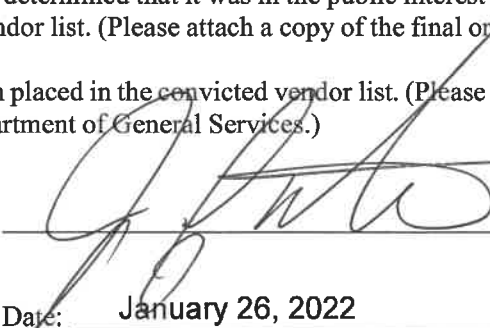
Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed in the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)



(signature)

Date: January 26, 2022

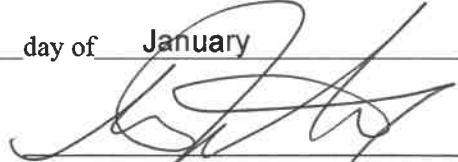
STATE OF Florida

COUNTY OF Pasco

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Joseph Matissek who, after first being sworn by me, affixed his/her signature in
(name of individual signing)

The space provided above on this 26th day of January, 2022.



NOTARY PUBLIC
MARLA JANIKOWSKI (I-WARDEN)
Commission # GG 328879
Expires August 27, 2023
Bonded Thru Budget Notary Services

My commission expires: August 27, 2023

SECTION 00330 DRUG-
FREE WORKPLACE

Florida Statutes on Drug-Free Workplace Programs:

In case of tie bids, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your bid.

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

DRUG-FREE WORKPLACE CERTIFICATION

VENDOR NAME: SC Signature Construction Corp

BID NO: ITB22-004-2020

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

[Handwritten Signature]
Vendor's Signature

STATE OF: Florida

COUNTY OF: Pasco

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Joseph Matissek

who, after first being sworn by me, affixed his/her signature in the space provided above on this 26th

day of January, 2022.

[Handwritten Signature]
Notary Public
August 27, 2023
My commission expires



MARLA JANIKOWSKI-WARDEN
Commission # GG 328879
Expires August 27, 2023
Bonded Thru Budget Notary Services
(Affix Seal)

SECTION 00340

FLORIDA TRENCH SAFETY STATEMENT

PART 1 – GENERAL

1.1 SCOPE

- A. Certification and Disclosure Statement: The undersigned acknowledges the requirements of the Florida Trench Safety Act., F.S. (Section 553.60 et. seq. Florida Statutes), and hereby commits the Bidder to the following in the performance of the work in the event that the subject contract is awarded to and executed by said Bidder.
- B. The Bidder further acknowledges that the Florida Trench Act., (the Act) establishes the Federal excavation safety standards set forth at 29 CFR part 1926, Subpart P as the Interim State Standard until such time as the State of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivision.
- C. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.
- D. The Contractor shall consider the geotechnical data available from the Owner, if any, the Contractor’s own sources, and all other relevant information in its design of the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibilities for the selection of the data on which it relies in designing the safety system, as well as for the system itself.
- E. The amounts that the Bidder has set forth for pipe installation includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit prices shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Contract time or price shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

	Trench Safety Measure <u>(Description)</u>	Units of Measure <u>(LF, SF)</u>	Unit <u>Quantity</u>	Unit <u>Cost</u>	Extended <u>Cost</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____

- For Information Only, Not for Payment Purposes \$_____.
- a. Bidder may use additional sheets as necessary to extend this form.
 - b. Failure to complete the above may result in the Bid being declared non-responsive.

- F. The amount disclosed as the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall extend additional sums at no additional cost to the Owner, if necessary, to comply with the Act (except as may otherwise be provided).

- G. Acceptance of the Bid to which this certification and disclosure applies in no way represents that the Owner or its Representative has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements, nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

SC Signature Construction Corp
Company

Joseph Matissek, President
Name and Title



Address:
8530 Oreto Dr
Port Richey, FL 34668

Telephone (727) 842-5163

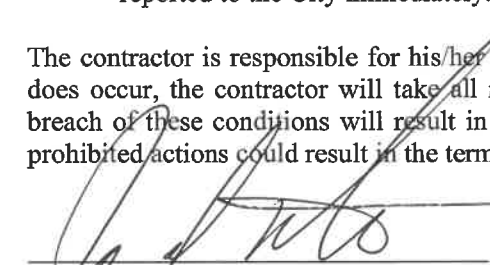
END OF SECTION

SECTION 00350

CONTRACTOR'S CODE OF CONDUCT

- **Courtesy and Respect:** It is critical that all contractors and their employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all.
- **Language and Behavior:** Contractors and their employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on City property are not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by any contractor or contractor's employee is prohibited. Offenders will be removed from job site and/or reported to the Police Department.
- **Smoking:** Contractors and their employees are not permitted to smoke in or near any of the City Buildings.
- **Fraternization:** Contractors and their employees may not fraternize or socialize with City employees.
- **Appearance:** Contractors and their employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on City property. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. The City has the right to decide if such clothing is inappropriate.
- **Reporting:** The contractor is required to report any matter involving a violation of these rules of conduct to City. Any matter involving health or safety, including any altercations, should be reported to the City immediately.

The contractor is responsible for his/her employees, agents, consultants and guests. If prohibited conduct does occur, the contractor will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from the project site and prohibited actions could result in the termination of any contract or agreement with the City.”



Signature

President

Title

January 26, 2022

Date

END OF SECTION

SECTION 00360

UNSATISFACTORY WORK - NONPERFORMANCE

If at any time during the contract term, the services performed or work done by the contractor is considered by The City of New Port Richey to create a condition that threatens the health, safety or welfare of the community, the contractor shall, on being notified by The City New Port Richey, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, The City shall have the right to order the correction of the deficient services or work by separate contract or with its own resources at the expense of the contractor and may terminate the contract immediately.

Contractor shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract document. Contractor shall be solely responsible for the means, methods, techniques, sequence, and procedures of construction. The City reserves the right to implement critical work schedules with time restraints as called out in the contract document.

At all times during the contract term and progress of work, the contractor shall assign a competent resident superintendent who shall not be replaced without notice to the City except under extraordinary circumstances. Contractor shall provide skilled labor for work performed.

Notwithstanding the above, the City of New Port Richey reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.

END OF SECTION

good and lawful money of the United States of America, as liquidated damages for failure there of said PRINCIPAL.

Signed and sealed this 27th day of January, 2022.

SC Signature Construction, Corp
PRINCIPAL

By

Typed Name & Title

FCCI Insurance Company
SURETY

By - (Attorney-In-Fact)

Michael Rogers attorney-in-fact
Typed Name & Title



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Daniel Brenman; Michael Rogers; Jason Farquhar; Jennifer A Fava; Trevor McCarthy; Barry Ryan; Charlie Salyer; Sharon E Taylor; Tracy E Todd

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 27th day of January, 2022

Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

SECTION 00500

AGREEMENT

THIS AGREEMENT is dated as of the Twelve (12) day of Dec in the year 2022 by and between the CITY OF NEW PORT RICHEY (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in all consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

2020 Frances Avenue Park Shelter Improvements

Article 2. ENGINEER.

The Project has been designed by

AYRES ASSOCIATES

8875 Hidden River Parkway, Suite 200

Tampa, FL 33637

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

- 3.1. CONTRACTOR acknowledges and agrees that the Work shall be completed within **120** calendar days from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions.
- 3.2. Liquidated Damages. OWNER and CONTRACTOR recognizes that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times, or by the dates, specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One thousand dollars (\$1,000.00)** for each calendar day that expires after the time specified in paragraph 3.1 for Completion.

Article 4. CONTRACT PRICE.

- 4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

_____ Dollars (amount in words).

\$ _____ (amount in figures).

- 4.2. Payment of the above stated amount is subject to additions or deductions as specified in Article 11 of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1. Progress Payments. OWNER shall make progress payments to the CONTRACTOR on account of the Contract Price, on the basis of CONTRACTOR's Applications for Payment submitted to, and approved by, the ENGINEER. Said Applications for Payment shall be submitted by CONTRACTOR on or about the 30th day of each month during construction. All progress payments shall be made on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.9 of the General Conditions. In the case of Unit Price Work, progress payments shall be based on the number of units completed or, in the event there is no schedule of values, as provided in the General Requirements.

- 5.1.1. Prior to Substantial Completion, retainage will be held in an amount indicated below:

If, in the sole opinion of ENGINEER, the project is less than or equal to fifty percent (50%) complete, then the retainage to be held by OWNER shall be ten percent (10%) of the Total Earned to Date, as hereafter defined.

If, in the sole opinion of ENGINEER, the project is greater than fifty percent (50%) complete, then the retainage to be held by OWNER shall be five percent (5%) of the Contract Price, provided satisfactory progress is maintained in accordance with the original progress schedule submitted as specified in Section 2.6.1 of the General Conditions. If satisfactory progress is not maintained in accordance with the submitted progress schedule, then the retainage to be held by OWNER, shall be ten percent (10%) of the Total Earned to Date, as hereafter defined, until final completion and acceptance by ENGINEER.

When used in this Agreement, the term "Total Earned to Date" shall mean the total amount of progress payments that the CONTRACTOR has received from OWNER from the commencement of the Project until the date of the most recent Application for Payment approved by ENGINEER, and paid for by OWNER.

- 5.1.2. Upon Substantial Completion, retainage will be released in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

- 5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 6.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.
- 6.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to or to supplement those referred to in paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 6.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- 6.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 6.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

- 6.7. CONTRACTOR is a corporation in good standing under the laws of the state of Florida and holds a valid contractors license from the state of Florida as well as from the City of New Port Richey.
- 6.8. Since the submission of the original bid by CONTRACTOR, there have been no changes, amendments, alterations or deletions with regard to the information provided to OWNER and ENGINEER at the time of submission of the original bid by CONTRACTOR.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1. This Agreement.
- 7.2. Exhibits to this Agreement.
- 7.3. Performance and other Bonds.
- 7.4. Notice of Award.
- 7.5. General Conditions.
- 7.6. Supplementary Conditions.
- 7.7. Specifications bearing the title **2020 Frances Avenue Park Shelter Improvements** as listed in table of contents thereof.
- 7.8. Drawings bearing the title **2020 Frances Avenue Park Shelter Improvements** as listed in the table of contents/index thereof.
- 7.9. Addenda numbers 1 and 1
- 7.10. CONTRACTOR's Proposal (pages _____ to _____, inclusive).
- 7.11. Documents submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____ inclusive).
- 7.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions. Notwithstanding any other provisions in the Contract Documents, at no time shall CONTRACTOR have the sole authority to amend, supplement, delete or modify the Contract Documents, or any provision contained therein. As such, ENGINEER shall approve in writing any and all proposed changes to the Contract Documents.
- 7.13. All of the documents listed in paragraphs 7.1 through 7.12, inclusive, are hereby attached to this Agreement and incorporated herein by this reference.

Article 8. MISCELLANEOUS

- 8.1. Terms of art which are capitalized in this Agreement and throughout the Contract Documents, and which are defined herein or in Article 1 of the General Conditions, shall have the meanings indicated herein or in the General Conditions, whichever shall apply.
- 8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 8.4. OWNER and CONTRACTOR acknowledge and agree that should either party be required to employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interest under this Agreement, or to recover damages for the breach of this Agreement, the non-prevailing party in any action (the finality of which is not legally contested) agrees to pay to the prevailing party all reasonable expenses of litigation and attorney's fees, expended or incurred in connection therewith including appellate fees and costs, if any.
- 8.5. Each party fully understands the provisions contained herein and each is signing this Agreement freely and voluntarily and intend to be bound by its terms. Each of the parties has been advised of its right to obtain independent legal advice and by the signing of this Agreement each Party hereby acknowledges that he or she is doing so voluntarily.
- 8.6. Failure by either party to insist upon or enforce any of its rights shall not constitute a waiver of that party's right to insist upon strict compliance with the provisions hereof. Either party hereto may waive the benefit of any provision or condition for its benefits contained in this Agreement, but no such waiver shall be effective unless in writing and executed by the waiving party.
- 8.7. Time is of the essence as to this Agreement and to all of the covenants and provisions stated herein.
- 8.8. The article headings as herein used are for convenience or reference only and shall not be deemed to vary the contents of this Agreement or the covenants contained herein.
- 8.9. This Agreement shall not be deemed invalid or void if any part or clause hereof shall be deemed indefinite or invalid.

Should there be a judicial determination of the invalidity of one or more of the provisions hereof, said judicial determination shall have no force and effect on the validity of the remaining provisions of this Agreement.

- 8.10 Should litigation arise between the parties hereto to enforce any of the terms or provisions of this Agreement, the Parties acknowledge and agree that the established venue for the cause of action shall be Pasco County, Florida. This Agreement shall be governed and interpreted by the laws of the State of Florida.
- 8.11 This Agreement contains all representations and constitutes the sole and entire agreement and understanding between the parties hereto, and supersedes all prior representations, agreements and understandings between the parties relating to the subject matter hereof. Except as provided for within this Agreement, no modifications of this Agreement shall be binding unless modified in writing and signed by the parties hereto, and no representations, promises or inducements not included in this Agreement or any modifications, as aforesaid, shall be binding upon either party hereto.

Article 9. OTHER PROVISIONS.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 2022.

OWNER: _____

CONTRACTOR: _____

By _____

By _____

Typed/Printed Name & Title

Typed/Printed Name & Title

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Title

Attest _____

Title

OWNER
Address for giving notices

CONTRACTOR
Address for giving notices

(If OWNER is a public body,
attach evidence of authority
to sign and resolution or
other documents authorizing
execution of Agreement.)

License No. _____

Agent for service of process:

(If CONTRACTOR is a corporation, attach evidence of authority
to sign.)

* * * * *

SECTION 00610

FLORIDA PERFORMANCE BOND

BOND NO. _____

AMOUNT \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____
(Contractor)

of _____
(Contractor's address)

hereinafter called the CONTRACTOR (Principal), and _____
(Surety)

of _____
(Surety's address)

a corporation duly organized and existing under and by virtue of the laws of the State of _____ hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the City of New Port Richey as OWNER (obligee), in the sum of _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the OWNER, dated _____, 2022, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Plans, Drawings, and Specifications prepared by the Owner's Consulting Engineers, AYRES ASSOCIATES, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative thereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the Plans, Drawings, Specifications, and conditions as prepared by said Consulting Engineers, the Contractor's bids accepted by the above Owner, the Bid and Contract Performance and Payment Bonds, and all Addenda, if any, issued prior to the opening of bids), and shall indemnify and save harmless the above Owner against and from all costs, expenses, damages, attorney's fees, including appellate proceedings, injury, or loss to which said Owner may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; then this obligation shall be void; otherwise, to remain in full

force and effect for the term of said Contract, including any and all guarantee periods as specifically mentioned in said Contract Documents;

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Plans, Drawings, and Specifications accompanying the said Contract shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract, or to the work, or to the Drawings and Specifications. Claimant shall give written notice to the Contractor and to the Surety as required by Florida Statutes, Section 255.05 or Section 713.23. Any actions against the Contractor or the Surety shall be brought within the time specified by Section 255.05 or Section 713.23.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 2022, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR _____

By _____ (Seal)

Typed/Printed Name & Title

Attest

SURETY _____

By _____

Typed/Printed Name & Title

Attest

APPROVED AS TO FORM: _____

City Attorney

Typed/Printed Name & Title

* * * * *

SECTION 00620

FLORIDA PAYMENT BOND

BOND NO. _____

AMOUNT \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____
(Contractor)

of _____
(Contractor's address)

hereinafter called the CONTRACTOR (Principal), and _____
(Surety)

of _____
(Surety's address)

a corporation duly organized and existing under and by virtue of the laws of the State of _____ hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the City of New Port Richey as OWNER (obligee), in the sum of _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the OWNER, dated _____, 2022, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Plans, Drawings, and Specifications prepared by the Owner's Consulting Engineers, AYRES ASSOCIATES, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative thereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the Plans, Drawings, Specifications, and conditions as prepared by said Consulting Engineers, the Contractor's bid as accepted by the above Owner, the Bid and Contract Performance and Payment Bonds, and all Addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all person supplying materials, equipment, and/or labor used directly or indirectly by said Contractor or subcontractors in the prosecution of the work provided for in said Contract in accordance with Florida Statutes, Section 255.05 or Section 713.23; then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract, including any and all guarantee periods as specifically mentioned in said Contract Documents; AND, the said

SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Plans, Drawings, and Specifications accompanying the said Contract shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract, or to the work, or to the Drawings and Specifications. Claimant shall give written notice to the Contractor and to the SURETY as required by Florida Statutes, Section 255.05 or Section 713.23. Any actions against the Contractor or the SURETY shall be brought within the time specified by Section 255.05 or Section 713.23.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 2022, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR _____

By _____ (Seal)

Typed/Printed Name & Title

Attest

SURETY _____

By _____

Typed/Printed Name & Title

Attest

APPROVED AS TO FORM: _____

City Attorney

Typed/Printed Name & Title

* * * * *

ADDENDUM #1

**2020-FRANCES AVENUE PARK SHELTER (ITB 22-004)
5580 Frances Avenue, New Port Richey, Florida 34653**

DATE: January 21, 2022

RE: ITB 22-004
2020-Frances Avenue Park Shelter

Q1: Please confirm schedule for award and notice to proceed dates.

R1: TBD and may vary upon circumstance.

Q2: Plan sheet S-2 and S-3 provide callouts for Stone Veneer and Cap. Please provide specifications for stone veneer and cap materials. Please provide construction details for attaching the veneer and cap around the perimeter of the columns.

R2: Per the approved plans, the method of installation will be dependent on the manufacturer installation recommendations. The Contractor is responsible for selecting a manufacturer and best matching the existing brick pattern on site.

Please see the below screenshot from the plans for reference.

Stone veneer to match existing monuments at Sims Park/Orange Lake. See manufacturer recommendations for installation method to exterior, timber. Submit product data sheets to the Engineer for review prior to installation.

Q3: Please confirm if City can use concrete sidewalk removed for any maintenance purposes by Public Works or Parks

R3: Contractor to remove off site.

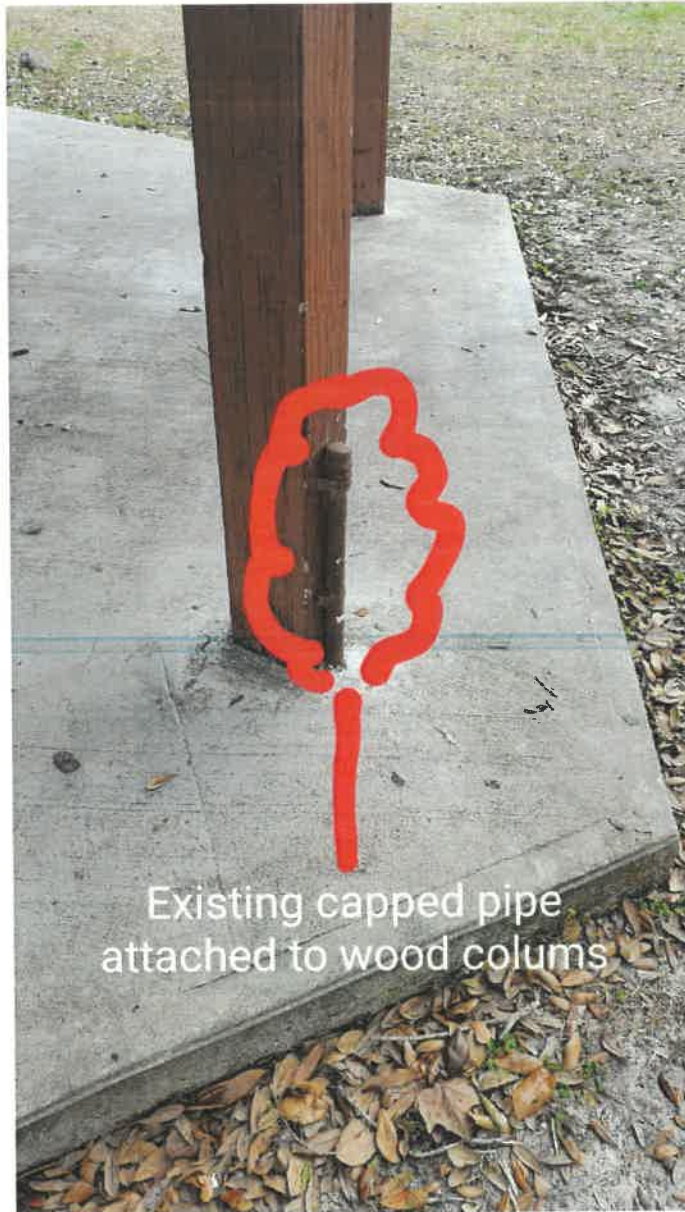
Q4: Please confirm responsibility for removal/salvaging existing benches under pavilions. Please confirm responsibility for temporary storage and re-installation of benches following completion of construction.

R4: Contractor to remove, City will take possession of benches. City to re-install new benches.

Q5: Please confirm if a City Building Permit is required and responsibility for permit fee. If Contractor is responsible for payment, please provide cost or estimated cost for bidding purposes.

R5: A City permit is required by the contractor at no charge.

Q6: Regarding existing small dia. capped pipe attached to wood columns, please advise what to do with these pipes.



R6: This is an abandoned water pipe; City will be onsite during demolition for any issues.

Q7: Regarding water for construction purposes, please confirm water is available on-site for Contractor to use at no charge.

R7: The contractor will need to place a refundable deposit for a hydrant meter to the City, water used is at no charge.