

SECTION 00100
INSTRUCTIONS TO BIDDERS
TOWN OF SURFSIDE
ITB NO. 2018-01

1. DEFINITION OF TERMS

- 1.1 Bidding Documents - these include the Advertisement for Bid, Instructions to Bidders, Bid Form, sample bidding and contract forms, proposed Contract Documents as defined in the General Conditions and any Addenda issued prior to receipt of bids.
- 1.2 Total Base Bid - the amount stated on the Bid Form for which the Bidder offers to perform the Work as described in the Bidding Documents.
- 1.3 Unit Price Bid - the amount stated in the Bid Form as a price per unit of measurement for materials and/or labor as described in the Bidding Documents.
- 1.4 Addenda - written and graphic documents issued by the Owner prior to the execution of the Contract to modify or interpret the Bidding Documents.
- 1.5 General Conditions – 2002 Version of the Standard General Conditions of the Construction Contract.
- 1.6 Any Capitalized terms contained here-in (e.g. Owner, Engineer, Work, Agreement, Contract) and is not defined above are contained in the General Conditions Article 1 – Definitions and Terminology.

2. BIDDING DOCUMENTS

- 2.1 Complete sets of Bidding Documents may be obtained from the office of the Town Clerk or on the Town's website as stated in the Advertisement for Bid.
- 2.2 Complete sets of Bidding Documents shall be used by Bidders in preparation of Bids; neither the Owner nor the Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- 2.3 Bidding Documents consist of this project manual along with the following construction plans titled:
 - a. Town of Surfside
Traffic Signal Modifications Harding Avenue
ITB No. 2018-01

CGA Project No. 15-8083.2

3. EXAMINATION OF DOCUMENTS AND SITE

- 3.1 Bidders shall visit the site of the proposed work and become familiar with the nature and extent of work to be performed and local conditions that may affect the work.
- 3.2 The Bidding Documents were prepared to present an essentially accurate representation of existing conditions, interpreted from available information on the site. The Bidder is not relieved, however, of the responsibility of becoming fully informed as to existing conditions at the site.
- 3.3 Bidders shall examine existing site improvements, and conditions, utilities, and streets to determine all conditions, which will affect the Work.

4. INTERPRETATION OF BIDDING DOCUMENTS

- 4.1 All questions requiring clarification or interpretation of the Bidding Documents shall be made in writing via email and shall reach the office of the Town Clerk, Sandra Nova, MMC, at 9293 Harding Avenue, Surfside, snova@townofsirsidefl.gov by February 8, 2018 at 2:00 pm. Direct all requests to the attention of the Town Clerk via email.
- 4.2 Any modification or interpretation of the Bidding Documents will be made by Addendum to all who are recorded by the Town Clerk as having received a complete set of Bidding Documents.
- 4.3 Interpretations or modifications of Bidding Documents made in any manner other than by Addendum will not be binding.
- 4.4 A Bidder, prior to submitting his Bid, shall ascertain that he has received all Addenda issued, and shall acknowledge their receipt in the Bid Form.

5. SUBSTITUTIONS

- 5.1 Bidders represent that their bid is based upon the materials and equipment described in the Bidding Documents.
- 5.2 Requests for substitutions will be considered prior to receipt of bids if they reach the Town Clerk by February 8, 2018 at 2:00 pm.
- 5.3 Acceptance by the Engineer of a proposed substitution will be issued in the form of an Addendum or Substitution Request Form.

6. QUALIFICATION OF BIDDERS; CRITERIA

- 6.1 Bidder shall submit to the Town, prior to award of contract, a properly completed Contractors Qualification Statement, along with any other evidence of his satisfactory experience and ability to perform the proposed Work.
- 6.2 Bidder shall submit a certified financial statement, prepared within the past 30 days, indicating current financial resources, liabilities, capital equipment, and past history performance.
- 6.3 Bidders may be disqualified and their bids rejected for any of the following specific reasons:
 - a. Reason to believe that collusion exists among Bidders.
 - b. Determination of lack of competency as may be revealed by qualification statements, financial statements, experience records, or other questionnaires.
 - c. The Bidder's uncompleted work load which in the judgment of the Owner, may cause detrimental impact on prompt completion of this project.
 - d. The Bidder is involved in any litigation against the Owner.
 - e. The Bidder has defaulted on any previous contract or is in arrears on any existing contract.
 - f. The submittal of more than one proposal from an individual, firm, partnership, corporation or association under the same or different names.
 - g. The Bidder, or its principals, have outstanding code enforcement violations with the Town of Surfside.
- 6.4 It shall be a requirement of this bid that there are no related party transactions between the Bidder and any employee, agent or contractor of the Town of Surfside. Any Bidder who is a related party, as noted herein, will be considered non-responsive and the proposal and bid bond will be immediately returned. A Bidder will be considered a related party if the bidder has an ownership interest or is in any way related to an employee, agent, consultant or contractor of the Town, is a sub-consultant of an employee, agent, consultant or contractor, and can influence the management or operating policy of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests.

7. PERFORMANCE OF WORK BY CONTRACTOR:

- 7.1 The Contractor shall perform on the site and with its own forces, work equivalent to at least forty percent (40%) of the total amount of Work to be performed under this contract. After the contract is awarded, and during

the progress of the Work, the Owner reserves the right to reduce the percentage of work performed by the contractor's own forces.

8. BID PREPARATION

- 8.1 Prepare bids on the forms provided with all blanks on the Bid Form filled in by typewriter or written in ink.
- 8.2 State total base bid amount in both words and figures. In case of a discrepancy between the two, the amount written in words shall govern.
- 8.3 Bids shall include the legal name and address of the Bidder and indicate whether the Bidder is a sole proprietor, a partnership, a corporation, or other legal entity.
 - a. Individual - provide name and post office address.
 - b. Partnership - provide name and post office address of each member of the partnership.
 - c. Corporation - provide name and post office address of person signing the form and legal evidence of his authority to do so; names and addresses of the corporation president, secretary and treasurer; name of state where chartered; and affixed with the seal of the corporation, attested by the secretary.
- 8.4 Bids shall include documentation required by the Florida "Trench Safety Act." The Trench Safety Act form is included within the Bid Form Section for completion by the Contractor and review by the Owner. The unit prices presented in the Bid shall include the Bidder's cost of compliance with the applicable trench safety standards.
- 8.5 All Unit Price Bids requested on the Bid Form shall be bid.

9. BID SUBMITTAL

- 9.1 Submit one (1) original, five (5) copies and one (1) electronic copy on CD of the Bid Form, the bid security, the list of Subcontractors, and other requested attachments, enclosed in a sealed opaque envelope, addressed to the Town of Surfside as stated in the Advertisement for Bids. The envelope shall be further identified with the Project name, the Bidder's name and address, and the words "BID ENCLOSED".
- 9.2 Deposit bids at the designated location on or before the time and date for receipt of Bids indicated in the Advertisement for bids. Bids received after the time and date indicated for receipt of Bids will be returned unopened.

10. BID SECURITY

- 10.1 Each Bid shall be accompanied by a cashiers check drawn on any State or National Bank in Florida, or an acceptable Bidders Bond, payable unconditionally to the Owner, in an amount of five percent (5%) of the amount of the total Bid.
- 10.2 Failure of the successful Bidder to enter into the Contract in accordance with his Bid, or failure to furnish the required bonds will be just cause for an annulment of the award with the amount of the bid security being forfeited to the Owner as liquidated damages, not as a penalty.
- 10.3 Should a Bid Bond be used, acceptable surety companies shall be determined from the latest United States Treasury Department's list of companies holding certificates of authority as acceptable Sureties on Federal Bonds. Requirements for Acceptable Surety Companies are outlined in Item 15.4.
- 10.4 The Owner may retain the bid security of those Bidders to whom an award may be considered until successful execution of the Contract and bonds; or the specified time for holding bids has elapsed; or all Bids have been rejected.

11. MODIFICATION AND WITHDRAWAL OF BID

- 11.1 Prior to the time of bid opening, a Bidder may withdraw his Bid at any time, but may not resubmit it. Bids may not be modified after submittal.
- 11.2 After the bid opening, no Bid may be withdrawn, canceled or modified for a period of 90 days after the time and date designated for the receipt of bids.

12. OPENING OF BIDS

- 12.1 Bids submitted will be opened publicly and read aloud at the time and place stated in the Advertisement for Bids.

13. GOVERNING LAWS AND REGULATIONS

- 13.1 Bidders shall be familiar with all federal, state, and local laws, ordinances, rules, and regulations that may in any way affect the Work.
- 13.2 Trench Safety Act: The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project. In compliance with current State of Florida statutes, the Bidder shall provide documentation required by the Florida Trench Safety statute to the Owner, in conjunction with the Bid Form.

14. LIQUIDATED DAMAGES

14.1 The Owner may incur financial loss if the Work is not substantially complete by the date set forth in the Agreement. The Contractor (and his Surety) shall be liable for liquidated damages in accordance with the Supplementary Conditions and the Agreement.

15. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

15.1 With the execution and delivery of the Contract, the Bidder shall furnish the following Surety bonds of the forms contained herein:

- a. Performance Bond guaranteeing full and faithful execution of the Work in an amount equal to 100 percent of the Contract Sum, and including guaranteed repair and maintenance of all defects due to faulty materials and workmanship that appear within one year after completion of contract.
- b. Labor and Material Payment Bond guaranteeing full and proper protection of all claimants supplying labor and materials in the Work in an amount equal to 100 percent of the Contract Sum.

15.2 Bonds shall be executed by Surety authorized to do business in the State of Florida and listed on the latest U.S. Treasury Department list of companies holding certificates of authority as acceptable sureties on Federal Bonds.

15.3 Bonds executed by an Attorney-in-Fact on behalf of the Surety, shall have affixed thereto a certified and current copy of Power of Attorney, indicating the monetary limit of such power.

15.4 Qualifications: As to companies being rated acceptable:

A Bid Bond and Performance and Payment Bond must be executed by a Surety Company of recognized standing, authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least (5) years, all as acceptable to the Owner.

In addition to the above – minimum qualifications, the Surety Company must meet the following additional qualifications.

1. The Town will accept a surety bond from a company with a rating of B++ or better for bonds up to \$1 million, provided, however, that if any Surety Company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the Town shall review and either accept or reject the Surety Company based on the financial information available to the Town. A Surety Company that is rejected by the Town may be

substituted by the bidder or proposer with a surety company acceptable to the Town, only if the bid amount does not increase.

- a. The Surety Company shall have at least the following minimum ratings:

<u>Amount of Bond Category</u>	<u>Policyholder's Rating</u>	<u>Financial Size</u>
100,000 to 1,000,000	B++	Class V or higher
1,000,001 to 2,000,000	A-	Class VI or higher
2,000,001 to 5,000,000	A	Class VII or higher

- b. All Surety Companies are subject to review and approval by the Owner and may be rejected without cause. All bonds signed by an Agency must be accompanied by a certificate of authority to act.

15.5 The Surety Company shall submit verification from the Department of Insurance Office of the Treasurer stating the surety company's license and certificate of authorization to do business in the State of Florida.

16. SUBCONTRACTOR LIST

16.1 In conjunction with the Bid Form, Bidder shall submit a list of names of the subcontractors and major material suppliers proposed for the principal portions of the Work.

16.2 Prior to award of Contract, the Owner will notify the Bidder in writing if they have an objection to any person or entity listed. Upon such reasonable objection, the Bidder shall propose an acceptable substitute person or entity in accordance with Article 6.06 of the General Conditions.

17. CONTRACT AWARD AND EXECUTION

17.1 Until final award of Contract, the Owner reserves the right to reject any and all Bids, with or without cause; to waive any informality or irregularity; or to accept the Bid which is in the best interest of the Owner.

17.2 It is the intent of the Owner to award a Contract to the lowest responsible and responsive bidder whose bid best serves the interests of, and represents the best value to, the Owner pursuant to the criteria set forth in these Instructions to Bidders and the Code of the Town Code of Surfside, and whose Bid is in conformance with the Bidding Documents and does not exceed the funds available. Price is only a factor in determining the lowest responsible and responsive bidder.

17.3 Upon acceptance of a Bid and award of the Contract, the successful Bidder shall deliver the executed Contract, along with required bonds and any other items requested, to the Owner within 10 days. Failure to do so

will be deemed as a breach of agreement by the Bidder and result in forfeiture of bid security as described in the Instructions to Bidders.

- 17.4 The Owner reserves the right to hold all proposals and bid guarantees for a period not to exceed 90 days after the date of bid opening stated in the Advertisement for Bids.
- 17.5 The award of the contract, if it is awarded, will be to the lowest responsible and responsive bidder whose bid best serves the interests of, and represents the best value to, the Owner pursuant to the criteria set forth in these instructions to Bidders and the Code of the Town of Surfside, and whose proposal shall comply with the requirements of the Contract Documents. Time is of the essence for this project and the time limits set in the proposal, if set by the bidder, will be accorded weight by the Owner in the determination of the best proposal. In no case will the award be made until all necessary investigations have been made into the responsibility of the bidder and the Owner is satisfied that the bidder is qualified to do the Work and have the necessary organization, capital and equipment to carry out the provisions of the contract to the satisfaction of the Owner within the time specified.
- 17.6 The Owner reserves the right to award as a total contract any combination of the Unit Price Bid Schedule Items that would be in the best interest of the Owner.

18. CASH ALLOWANCES

- 18.1 The Bidder is advised that a space is provided in the Bid Form, Document 00300, for this purpose only. The Contractor shall not proceed on any additional work to be covered by allowances until authorized in writing by the Engineer. Such work shall be approved by the Owner, shall be within the scope of work defined by this Contract and shall not exceed the amount indicated in the Bid Form. Any amount remaining in the Cash Allowance will be retained by the Owner.

END OF DOCUMENT