

BID FORM

**ALLEN MEMORIAL WAY RESURFACING SCOP
FPID NO. 451705-1-54-01**

PROJECT # 50146278

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient.....	1
Article 2 – Bidder’s Acknowledgements.....	1
Article 3 – Bidder’s Representations.....	1
Article 4 – Bidder’s Certification.....	2
Article 5 – Basis of Bid.....	2
Article 6 – Time of Completion.....	4
Article 7 – Attachments to this Bid.....	5
Article 8 – Defined Terms.....	5
Article 9 – Bid Submittal.....	6

ORIGINAL

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to: **City of Port St. Joe
City of Port St. Joe City Hall
305 Cecil G. Costin Sr. Blvd., Port St. Joe, FL 32456**

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>#1</u>	<u>08/24/2024</u>
<u>#2</u>	<u>09/04/2024</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

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

ARTICLE 5 – BASIS OF BID

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

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	BID UNIT PRICE	BID PRICE
GENERAL COSTS					
101-1	MOBILIZATION (5% OF BID MAX)	1	LS	\$ 19,000.00	\$19,000.00
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$ 26,000.00	\$26,000.00
<i>GENERAL SUBTOTAL</i>					\$45,000.00
ROAD CONSTRUCTION					
104-10-3	SEDIMENT BARRIER	60	LF	\$ 4.40	\$264.00
110-1-1	CLEARING AND GRUBBING	1	LS	\$ 18,170.00	\$18,170.00
110-4-10	REMOVAL OF EXISITING CONCRETE	115	SY	\$ 74.60	\$8579.00
110-7-1	MAILBOXES	9	EA	\$ 297.10	\$2673.90
120-1	REGULAR EXCAVATION	94	CY	\$ 50.00	\$4700.00
120-2-2	BORROW EXCAVATION, TRUCK MEASURE	80	CY	\$ 35.00	\$2800.00
283-71	8" RECLAIMED ASPHALT PAVEMENT BASE COURSE	5,758	SY	\$ 10.00	\$57,580.00
285-704	OPTIONAL BASE, BASE GROUP 04 (LIMEROCK ONLY)	214	SY	\$ 45.00	\$9630.00
285-709	OPTIONAL BASE, BASE GROUP 09 (LIMEROCK ONLY)	1,097	SY	\$ 32.00	\$35,104.00
334-1-12	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B	941	TN	\$ 148.50	\$139,738.50
430-175-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 18"S/CD	40	LF	\$ 149.20	\$5968.00
430-982-625	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 18" CD	2	EA	\$ 1809.10	\$3618.20
570-1-2	PERFORMANCE TURF, SOD	4,000	SY	\$ 5.30	\$21,200.00
	12" RIBBON CURB	105	LF	\$ 48.60	\$5103.00
	ADJUST VALVE (PAID BY OTHERS)	2	EA	---	---
700-1-111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I, GROUND MOUNT, LESS THAN 12 SF	7	AS	\$ 460.00	\$3220.00
700- 1- 600	SINGLE COLUMN GROUND SIGN ASSEMBLY,	7	AS	\$ 115.00	\$805.00

	REMOVE				
700-143-113	ENHANCED HIGHWAY SIGN ASSEMBLY, SOLAR POWERED, F&I GROUND MOUNT, W/BEACON, 21-30 SF OF STATIC SIGN PANELS	1	EA	\$ 8625.00	\$8625.00
710- 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	1	LS	\$ 1840.00	\$1840.00
*	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	82	LF	\$ --	--
*	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	0.848	GM	\$ --	--
711- 11- 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND SCHOOL MARKING	82	LF	\$23.00	\$1886.00
711- 11- 160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	5	EA	\$ 287.50	\$1437.50
711- 16- 201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.848	GM	\$ 9487.50	\$8045.40
<i>ROAD CONSTRUCTION SUBTOTAL</i>					\$340,987.50
TOTAL BASE BID					\$385,987.50
BID ALTERNATE #1 PAVING PARKING LOT					
283-71	6" RECLAIMED ASPHALT PAVEMENT BASE COURSE	251	SY	\$ 13.40	\$3363.40
334-1-12	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B	28	TN	\$ 151.60	\$4244.80
BID ALTERNATE #1 TOTAL					\$7608.20

**THESE QUANTITIES ARE PAID FOR UNDER PAINTED PAVEMENT MARKINGS (FINAL SURFACE), LUMP SUM – ITEM 710-90. THE QUANTITIES SHOWN ARE FOR ONE APPLICATION; SEE SPECIFICATION 710 FOR THE NUMBER OF APPLICATIONS REQUIRED.*

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

ARTICLE 6 – TIME OF COMPLETION

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

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. Evidence of authority to do business in the state of the Project;
- D. Contractor’s License No.: **CUC056766**;
- E. FDOT Qualification
- F. Copies of Addenda
- G. Appendix B – DBE Bid Package Information
- H. Appendix C – Public Entity Crimes
- I. Appendix D – Drug Free Workplace

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

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

Roberts and Roberts, Inc

By:

[Signature]



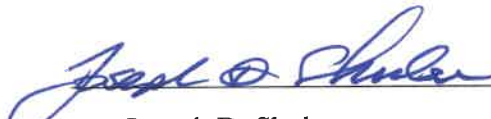
[Printed name]

Charles W Roberts III, President

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

Attest:

[Signature]



[Printed name]

Joseph D. Shuler

Title:

Secretary

Submittal Date:

09/06/2024

Address for giving notices:

1741 Sherman Avenue

Panama City, FL 32405

Telephone Number: 850-215-8001

Fax Number: N/A

Contact Name and e-mail address: Brian Strickland

Brian@rarinc.com

Bidder's License No.: CUC056766

(where applicable)



Ron DeSantis, Governor

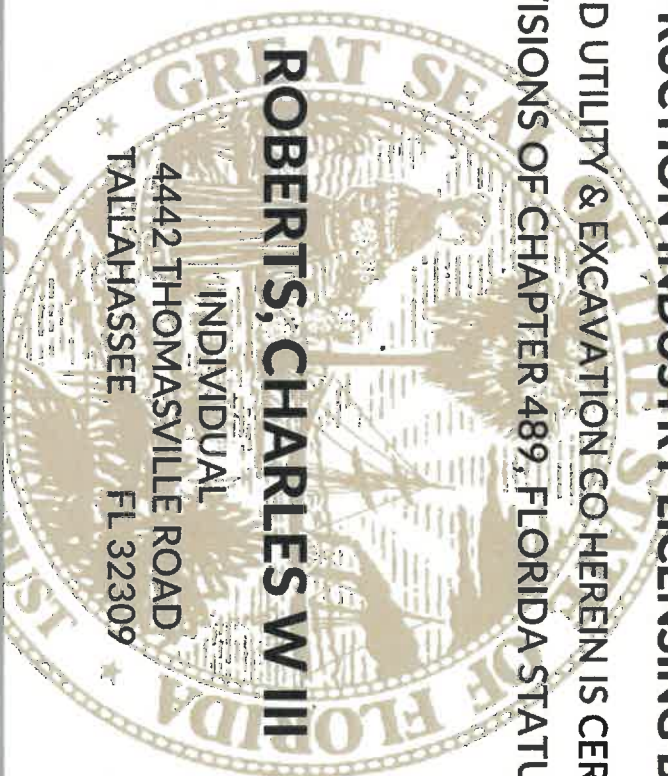
Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO. HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



ROBERTS, CHARLES W III

INDIVIDUAL

4442 THOMASVILLE ROAD

TALLAHASSEE FL 32309

LICENSE NUMBER: CUCC056766

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/22/2024

Do not alter this document in any form.



This is your license. It is unlawful for anyone other than the licensee to use this document.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 04, 2024

ROBERTS AND ROBERTS, INC.
1741 N. SHERMAN AVENUE
PANAMA CITY, FLORIDA 32405

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT IN PLACE RESURFACING, HOT PLANT-MIXED BITUM. COURSES, LANDSCAPING, MINOR BRIDGES, PAVEMENT MARKING, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE), R&R MINOR BRIDGES, ROADWAY SIGNING, SIDEWALK, TRAFFIC SIGNAL

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification](https://fdotwp1.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

A handwritten signature in black ink that reads "James E. Taylor II". The signature is written in a cursive style with a large, stylized "A" at the end.

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII



Subcontractors/ Vendors

Bid Name/ Number: Allen Memorial Way Resurfacing

Striping:	Guettler and Guettler
Maintenance of Traffic:	ACME
Permanent Signs:	ACME
Seed and Sod:	Farris Landscaping




ADDENDUM NO. 1

DATE: August 22, 2024
TO: ALL PLAN HOLDERS
FROM: JOSH STEPHENS, P.E.
DEWBERRY
324 MARINA DRIVE
PORT ST. JOE, FL 32456
850.571.1218 850.227.7215 FAX
PROJECT NAME: Allen Memorial Way Resurfacing SCOP
PROJECT NO.: 50146278

Please note the following clarifications regarding the above referenced project:

The removal and replacement of mailboxes is not required if the work can be completed without disturbing them.

ACCEPTED BY:  08/24/2024
Signature of Bidder Date

TYPE OR PRINT NAME OF BIDDER: Brian Strickland

NAME OF COMPANY: Roberts and Roberts, Inc




ADDENDUM NO. 2

DATE: September 4, 2024
TO: ALL PLAN HOLDERS
FROM: JOSH STEPHENS, P.E.
DEWBERRY
324 MARINA DRIVE
PORT ST. JOE, FL 32456
850.571.1218 850.227.7215 FAX
PROJECT NAME: Allen Memorial Way Resurfacing SCOP
PROJECT NO.: 50146278

Please note the following clarifications regarding the above referenced project:

Pay Item 700-1-400 SINGLE COLUMN GROUND SIGN ASSEMBLY, INSTALL is no longer included as part of the project, the contractor shall furnish and install proposed signs. The pay item to be used shall be 700-1-111 SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF.

ACCEPTED BY:  09/04/2024
Signature of Bidder Date

TYPE OR PRINT NAME OF BIDDER: Brian Strickland

NAME OF COMPANY: Roberts and Roberts, Inc.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
ROBERTS AND ROBERTS, INCORPORATED

Filing Information

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Principal Address

1741 N. SHERMAN AVENUE
PANAMA CITY, FL 32405

Changed: 05/13/2016

Mailing Address

1538 METROPOLITAN BLVD.
TALLAHASSEE, FL 32308

Changed: 05/13/2016

Registered Agent Name & Address

SMITH, W. CRIT
3520 THOMASVILLE RD
TALLAHASSEE, FL 32309

Address Changed: 04/06/2011

Officer/Director Detail

Name & Address

Title DP

ROBERTS, CHARLES, III
4442 THOMASVILLE RD
TALLAHASSEE, FL 32309

Title V

MORRIS, ANDREA
 524 WOODFERN CT
 TALLAHASSEE, FL 32312

Title V

ROBERTS, GEORGE
 3233 MAGNOLIA ISLANDS BLVD
 PANAMA CITY, FL 32408

Title S

SHULER, JOSEPH
 18420 NE CR67A
 HOSFORD, FL 32334

Annual Reports

Report Year	Filed Date
2022	04/29/2022
2023	05/01/2023
2024	03/29/2024

Document Images

03/29/2024 -- ANNUAL REPORT	View image in PDF format
05/01/2023 -- ANNUAL REPORT	View image in PDF format
04/29/2022 -- ANNUAL REPORT	View image in PDF format
05/01/2021 -- ANNUAL REPORT	View image in PDF format
03/26/2020 -- ANNUAL REPORT	View image in PDF format
04/01/2019 -- ANNUAL REPORT	View image in PDF format
04/19/2018 -- ANNUAL REPORT	View image in PDF format
04/19/2017 -- ANNUAL REPORT	View image in PDF format
05/13/2016 -- Amendment	View image in PDF format
04/25/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
04/23/2014 -- ANNUAL REPORT	View image in PDF format
08/29/2013 -- Amendment	View image in PDF format
01/15/2013 -- ANNUAL REPORT	View image in PDF format
03/16/2012 -- ANNUAL REPORT	View image in PDF format
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04/05/2007 -- ANNUAL REPORT	View image in PDF format
02/22/2006 -- ANNUAL REPORT	View image in PDF format
04/13/2005 -- ANNUAL REPORT	View image in PDF format

Appendix B
DBE Bid Package Information

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBE's**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: <https://www.fdot.gov/equalopportunity/eoc.shtm>.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "____" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeofirms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

Appendix C
Florida Public Entity Crimes Statement

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

(This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.)

1. This sworn statement is submitted to
City of Port St Joe

By Charles W Roberts III, President
[print individual's name and title]

For Roberts and Roberts, Inc
[print name of entity submitting sworn statement]

whose business address is 1741 Sherman Avenue, Panama City, FL 32405

(if applicable) its Federal Employer Identification Number (FEIN) is 59-2895927

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) : N/A

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (2017), means a violation of any public entity or with an agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal 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.
3. I understand that "*convicted*" or "*conviction*" as defined in Paragraph 287.133 (1)(b), Florida Statutes (2017), 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, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "*affiliate*" as defined in Paragraph 287.133 (1)(a), Florida Statutes (2017), means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) 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 thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (2017), 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 Proposals or applies to Proposal on Contracts for the provisions 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.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement: [indicate which statement applies]

XX Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.~~

~~_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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. However there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list [attach a copy of the final order].~~

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

Charles W. Roberts III
[signature] [date]

STATE OF FLORIDA
COUNTY OF Leon

PERSONALLY APPEARED BEFORE ME, the undersigned authority Charles W. Roberts, III
[Name of individual signing]
who, after first being sworn by me, affixed his signature in the space provided above on this

6th day of September, 20 24.

NOTARY PUBLIC Holly C. Rowan

My commission expires: 08/29/25



Appendix D
Drug Free Workplace Statement

APPENDIX D - DRUG FREE WORKPLACE FORM


The undersigned in accordance with Florida Statute 287.087, hereby certifies that

Roberts and Roberts, Inc does:
(Name of Business/Company/Consultant Firm)

1. 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.
2. 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.
3. Give each employee engaged in providing the commodities, professional or contractual services that are obligated under this solicitation/contractual arrangement a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), 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 1893 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.
5. 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.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Individual/Business/Consultant complies fully with the above requirements.

Roberts and Roberts, Inc
Company Name
1741 Sherman Avenue
Street Address
Panama City, FL 32405
City, State, Zip Code
850-215-8001
Phone

Charles W Roberts III
Authorized Official Name

Signature
President
Authorized Official Title
09/06/2024
Date

Bid Bond

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Roberts and Roberts, Inc.
1538 Metropolitan Blvd.
Tallahassee, FL 32308
(850)210-0350

SURETY (Name, and Address of Principal Place of Business):

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
(617)357-9500

OWNER (Name and Address):

City of Port St. Joe
305 Cecil G. Costin Sr. Blvd.
Port St. Joe, FL 32456

BID

Bid Due Date: September 6, 2024

Description: **Allen Memorial Way Resurfacing SCOP, FPID No. 451705-1-54-01**

BOND

Bond Number: N/A

Date: September 6, 2024

Penal sum Five Percent of the Amount Bid

\$ 5% of bid amount

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Roberts and Roberts, Inc. _____ (Seal)
Bidder's Name and Corporate Seal

SURETY

Liberty Mutual Insurance Company _____ (Seal)
Surety's Name and Corporate Seal

By:

Charles W. Roberts III
Signature

By:

Brett A. Ragland
Signature (Attach Power of Attorney)

Charles W. Roberts III
Print Name

Brett A. Ragland

Print Name

President
Title

Attorney-In-Fact

Title

Attest:

Jessie S. ...
Signature

Attest:

Laura Krajczewski
Signature

Title Secretary

Title Laura Krajczewski, Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204373-984390

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brett A. Ragland; Francis T. O'Reardon; Joseph D. Johnson, Jr.; Kanani Cordero; Laura Krajczewski; Tyler Ragland

all of the city of Orlando state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of October, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 14th day of October, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of September, 2024.



By: Renee C. Llewellyn, Assistant Secretary