

INVITATION TO BID

CITY OF GREENACRES

PALM BEACH COUNTY, FLORIDA



BID NO. 26-006

DEMOLITION OF 500 PERRY BUILDING

Publish Date:

1/25/2026

All Questions Due:

2/16/2026 by 5:00 PM

Pre-Bid Conference:

2/9/2026 at 10:00 AM

Bid Due and Bid Opening Date:

2/26/2026 at 3:00 PM

City of Greenacres
Community Hall
501 Martin Ave.
Greenacres, FL 33463

Where to Deliver Bid:

Purchasing Department
5800 Melaleuca Lane
Greenacres, FL 33463

City of Greenacres
Purchasing Department
(561) 642-2030

purchasing@greenacresfl.gov

**DEMOLITION OF 500 PERRY BUILDING
BID NO. 26-006**

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*Numbering format per CSI MasterFormat 2018



CITY OF GREENACRES, FLORIDA

ADVERTISEMENT FOR BIDS

BID NUMBER 26-006

Sealed bids for **DEMOLITION OF 500 PERRY BUILDING** will be received by the City of Greenacres, Florida at the office of the Director of Purchasing, 5800 Melaleuca Lane, Greenacres, Florida 33463, until **Thursday, February 26, 2026 at 3:00 pm**. At that time all bids will be publicly opened and read aloud. Any bid received after the designated closing time will be returned unopened.

All bids shall be submitted in duplicate, in one sealed envelope addressed to the Director of Purchasing and marked "SEALED BID – BID NO. 26-006 DEMOLITION OF 500 PERRY BUILDING". This project consists of the demolition and removal of a one-story, approximately 3,600-square-foot municipal building, along with associated site improvements, located at 500 Perry Avenue, Greenacres, FL, 33463. The project includes demolition of the structure, playground equipment, pavements, trees, and subsurface elements to a minimum depth of five (5) feet below finished grade, with adjacent City-operated youth facilities remaining occupied and operational throughout the work. Proposers desiring copies of the bid document for use in preparing a proposal may obtain a set of such documents from DemandStar at www.demandstar.com.

A Mandatory Pre-Bid Meeting will be held at 10:00 am on Monday, February 9, 2026. All Bidders should have a representative at the Pre-Bid Meeting in order to visit the project site, take measurements, and ensure to their satisfaction that the scope of work, prior to proposal submission, is understood. After the bid has been awarded, no extra charge or compensation will be allowed as a result of failure to attend the conference and resulting site visit.

Each bidder shall file with their bid, a bond issued by an authorized surety licensed to do business in the State of Florida, a certified check, a cashier's check or bid bond, made payable to the City of Greenacres, Florida in an amount of not less than five percent (5%) of the sum total of the bid, which shall be retained by the City of Greenacres until a contract for the project has been executed. Bid bonds will be returned to the unsuccessful bidders upon request, with the exception of the second qualifying bidder, at such time as their bids are rejected. Performance and payment bonds in an amount equal to 100% of the contract amount will be required to be provided to the City prior to contract execution. The bid deposit of the successful bidder and the second qualifying bidder will be returned when the required performance and payment bonds and insurance certificates have been furnished and the Contract Documents have been executed.

The City reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. Award will be made to the lowest responsible, responsive bidder. No bidder may withdraw their bid for a period of one hundred twenty (120) days from the date set for the opening thereof. The obligations of the CITY under this award are subject to the availability of funds lawfully appropriated for its purpose by the City Council.

Monica Powery, CPPB
Director of Purchasing

Dated: January 25, 2026
Published: Palm Beach Post

BID SUMMARY

The purpose of this Bid Summary is to summarize the major terms, conditions and requirements of the bid. Bidders shall note that various paragraphs within these bid documents have a box (☐) which may be checked (☒). If the box is checked, the language is made a part of the bid documents and compliance therewith is required of the Bidder; if the box is not checked, the language is not made a part of the bid documents. It is the Bidder's responsibility to become familiar with all terms, conditions and requirements of the bid, whether or not included in the Bid Summary. Further, it is the Bidder's responsibility to make note of and account for any revisions to any portion of the Bid Summary that may result from an addendum to the bid.

BID INFORMATION & GENERAL REQUIREMENTS	
Bid No.:	26-006
Bid Title:	DEMOLITION OF 500 PERRY BUILDING
Date of Issuance:	January 25, 2026
Project Description & Scope of Work:	<p>The City of Greenacres is soliciting proposals from qualified and licensed demolition contractors for the complete demolition and removal of a one-story municipal building located at 500 Perry Avenue. The structure to be demolished is approximately 3,600 square feet and currently serves as an aftercare facility. Adjacent City-operated Youth Programs within the occupied building at 501 Martin Avenue will remain fully operational throughout the project; therefore, protection of occupants, staff, visitors, and surrounding properties is of utmost importance.</p> <p>This project includes demolition of the main structure and all associated site improvements including 3 mature trees, playground equipment, poured-in-place (PIP) rubber surfacing, pavements, the attached walkway canopy and concrete, and all subsurface elements to a minimum depth of five (5) feet below finished grade.</p>
Project Location:	500 Perry Avenue, Greenacres, FL 33463
Procurement Contact:	Name: Monica Powery, Director of Purchasing Telephone: 561-642-2030 Email: purchasing@greenacresfl.gov

IMPORTANT DATES

<p>Due Date & Time for Bid Submittal:</p>	<p>The deadline for submittal of bids is 3:00 PM on February 26, 2026.</p> <p>Due date may be modified by addendum to the bid. It is important that bidder download all addenda.</p> <p>Bidders are cautioned that late bids cannot be submitted. Bidders are fully responsible for assuring that bids are received by the deadline.</p>
<p>Pre-Bid Conference:</p> <p><input type="checkbox"/> Pre-Bid Conference will be held.</p> <p><input checked="" type="checkbox"/> Pre-Bid Conference is Mandatory.</p> <p><input type="checkbox"/> A Pre-Bid Conference will not be held.</p>	<p>Date: February 9, 2026 Time: 10:00 am</p> <p>Location: City of Greenacres Community Hall 501 Martin Ave. Greenacres, FL 33463</p> <p>A site visit will be conducted immediately following the meeting.</p> <p>Reference: Introductions to Bidders, Sub-Section 4, Pre-Bid Conference.</p>
<p>Site Visit:</p> <p><input type="checkbox"/> Site Visit will be held.</p> <p><input checked="" type="checkbox"/> Site Visit is Mandatory.</p> <p><input type="checkbox"/> Site Visit will not be held.</p>	<p>It is the Bidder's responsibility to visit the sites of the proposed work at locations as indicated herein and become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. The site inspection form included herein must be signed and submitted with bids. Bids received from Bidders not submitting the mandatory site inspection form will be considered non-responsive and will be rejected.</p> <p>Bidders are not permitted to visit the site outside of the site visit scheduled with the Pre-Bid meeting, as this is a childcare facility and cannot have unauthorized visitors.</p>
<p>Last Day for Receipt of Questions:</p>	<p>Monday, February 16, 2026 by 5:00 PM ET</p> <p>Questions will be allowed up to 10 days before the initial deadline for submittal of bid proposals. Questions must be directed to purchasing@greenacresfl.gov.</p> <p>Reference: Introductions to Bidders, Sub-Section 10, Pre-Bid Interpretations.</p>

PROJECT SPECIFIC INFORMATION & REQUIREMENTS

<p>Minimum Requirements:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p>Bids from bidders that do not meet the following Minimum Requirements shall be deemed non-responsive and shall not be considered.</p> <ol style="list-style-type: none"> 1. County Business Tax Receipt where the business is located (included with the proposal). 2. Copy of State of Florida or County Competency license, if applicable, (to be included with proposal). 3. Register with the City of Greenacres (Prior to Award). Contractors must register with the City and provide required State and County License, adequate bonding and insurance coverage including general liability, workers' compensation, pollution liability, and automobile liability in amounts required by the City. The City of Greenacres' Contractor Enrollment Application is attached as Attachment C 4. Verification of the number of continuous years the bidder has been in business under the same ownership and management. Bid proposals will only be considered from bidders in business for a minimum of five (5) continuous years under the same ownership and management providing the services specified in this bid document. 5. A minimum of five (5) references for similar work. Preference will be given to bidders with governmental experience. Provide a list and brief description of similar contracts of similar size, with location, dates of contract service, contact name, phone number, type of services provided, and address of proprietor(s). Bidder is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being considered.
<p>Bid Bond Requirements:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p>If the requirement applies, Bidder shall submit, WITH ITS BID, an original bid bond, certified check, or cashier's check, in the amount of 5% of the bid amount, payable to City of Greenacres, Florida.</p> <p>Failure to include the bid bond WITH THE BID PROPOSAL shall result in the bid being deemed non-responsive and not being considered.</p>
<p>Davis-Bacon Wage Rates:</p> <p><input type="checkbox"/> Shall apply.</p> <p><input checked="" type="checkbox"/> Shall not apply.</p>	<p>If the requirement applies, Bidder agrees it, and its sub-contractors, shall pay laborers and mechanics employed under the contract no less than the prevailing wage rate and fringe benefit payments to be used in implementation of this article shall be those last published by the United States Department of Labor in the Federal Register prior to the date of issuance of the bid.</p>
<p>Insurance:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p>If the requirement applies, Bidder agrees it shall fully comply with the following insurance requirements:</p> <p>A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440 and Employer Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are</p>

<input type="checkbox"/> Amended by Supplementary Conditions	<p>not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.</p> <p>B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.</p> <p>C. Automobile Liability Insurance covering any automobile, if vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.</p> <p>D. Professional Liability (Errors & Omissions) Insurance with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.</p> <p>E. Umbrella Liability Insurance in an amount no less than \$1,000,000 per occurrence. The umbrella coverage must be as broad as the primary General Liability coverage.</p> <p>F. Contractors' Pollution Legal Liability with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.</p> <p>Additional Insured - City of Greenacres must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the contractor's insurance.</p> <p>Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Greenacres.</p> <p>Waiver of Subrogation - Contractor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.</p> <p>Acceptability of Insurers - Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.</p> <p>Verification of Coverage - Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required</p>
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	<p>insurance policies, including endorsements, required by these specifications, at any time.</p> <p>Certificate Holder Must Read: City of Greenacres Purchasing Department 5800 Melaleuca Lane Greenacres, FL 33463</p> <p>Special Risks or Circumstances - The City of Greenacres reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.</p> <p>Compliance with the foregoing requirements shall not relieve the Contractor of his liability and obligation under this section or under any other section of this agreement.</p>
<p>Contract Price:</p> <p><input checked="" type="checkbox"/> Lump sum pricing shall apply.</p> <p><input type="checkbox"/> Unit pricing shall Apply.</p>	<p>As indicated, contract pricing shall be based on lump sum or unit pricing.</p>
<p>Contract Completion Time & Schedule:</p>	<p>Days for Completion: <u>60 consecutive calendar days</u></p> <p>Reference: Introductions to Bidders, Sub-Section 18, Construction Schedule & Sub-Section 19, Time of Completion, Liquidated Damages</p>
<p>Liquidated Damages:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p>1. Failure to achieve Substantial Completion: <u>\$250/day</u></p> <p>2. Failure to achieve Final Completion: <u>\$250/day</u></p> <p>Reference: Introductions to Bidders, Sub-Section 19, Time of Completion, Liquidated Damages</p>
<p>Performance & Payment Bond Requirements:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p>Reference Introductions to Bidders, Sub-Section 25, Contract Security</p>
<p>Prevailing Wage Rates:</p> <p><input type="checkbox"/> Shall apply.</p> <p><input checked="" type="checkbox"/> Shall not apply.</p>	<p>If the requirement applies, Bidder agrees it, and its sub-contractors, shall pay laborers and mechanics employed under the contract no less than the prevailing wage rate and fringe benefit payments to be used in implementation of this article shall be those last published by the United States Department of Labor in the Federal Register prior to the date of issuance of the bid.</p>

<p>Required Licenses/Permits:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p><u>LICENSES:</u> If the Contractor is a State of Florida Certified General Contractor OR Palm Beach County Licensed Contractor the following will be required:</p> <ol style="list-style-type: none"> 1. Copy of State Contractors Certification or Palm Beach County Competency License. 2. Place of Business Occupational License <p><u>PERMITS:</u> The CONTRACTOR shall obtain and pay for any permits that may be required for execution of the work, including but not limited to:</p> <ol style="list-style-type: none"> 1. City of Greenacres (permit) (Contractor will not be charged) 2. FL Department of Health
<p>Standard General Conditions of the Construction Contract:</p> <p><input checked="" type="checkbox"/> Shall apply.</p> <p><input type="checkbox"/> Shall not apply.</p>	<p>These can be found as Attachment A to the bid document.</p>
<p>Supplementary Conditions to the General Conditions:</p> <p><input type="checkbox"/> Shall apply.</p> <p><input checked="" type="checkbox"/> Shall not apply.</p>	<p>N/A</p>
<p>Federal Compliance Documents:</p> <p><input type="checkbox"/> Shall apply.</p> <p><input checked="" type="checkbox"/> Shall not apply.</p>	<p>N/A</p>
<p>Trench Safety Act Requirements:</p> <p><input type="checkbox"/> Shall apply.</p> <p><input checked="" type="checkbox"/> Shall not apply.</p>	<p>Reference: General Terms and Conditions</p>
<p>Contract Coordinator:</p>	<p>Aileen Hernandez, Public Works Project Specialist</p>

SUBMITTAL REQUIREMENTS

Submittal Location:	<p>Bids shall be submitted in duplicate, in one sealed envelope addressed to the Director of Purchasing and marked "BID NO. 26-006 DEMOLITION OF 500 PERRY BUILDING" at the following address:</p> <p style="text-align: center;">City of Greenacres Purchasing Department 5800 Melaleuca Lane Greenacres, FL 33463</p>
Submittal Format & Requirements:	<p>In order to maintain comparability, facilitate the review process and assist in the review of bid submittals, it is strongly recommended that bids be organized and tabbed as specified below.</p> <p>TAB 1: <u>APPENDIX A FORMS</u> The following documents shall be submitted by the established deadline.</p> <ol style="list-style-type: none"> 1. Bid Proposal Form 2. Bid Schedule 3. Bidder Certification 4. Site Inspection Form 5. Bidders Qualification Form <p style="text-align: center;">FAILURE TO SUBMIT THESE DOCUMENTS WITH ITS BID SHALL RESULT IN BID BEING DEEMED NON-RESPONSIVE.</p> <p>TAB 2: <u>MINIMUM QUALIFICATIONS AND SUBMITTAL REQUIREMENTS</u> Submit evidence, as specifically requested in the Bid Summary, of compliance with each minimum requirement(s) of this bid. Bidders that do not comply, or for whom the City cannot verify compliance, shall be deemed non-responsive and its bid shall not be considered.</p> <p>TAB 3: <u>APPENDIX B FORMS</u> The following documents shall be submitted:</p> <ol style="list-style-type: none"> 1. Corporate or Partnership Certificate 2. Bid Bond 3. Subcontractors List 4. Drug-Free Workplace Certification 5. Scrutinized Companies 6. E-Verify Acknowledgement 7. Non-Collusive Affidavit 8. Affidavit of Compliance with Anti-Human Trafficking Laws <p>TAB 4: <u>OTHER DOCUMENTATION</u> Submit any other documentation your company deems as relevant.</p>

INSTRUCTIONS TO BIDDERS

- The City utilizes DemandStar (www.demandstar.com) for automatic notification of solicitation opportunities. Any prospective bidder who has received this bid by any means other than through DemandStar is solely responsible for registering immediately with DemandStar to assure it receives any addendum issued to this bid. Additionally, prior to submittal of the bid, bidder shall verify that it has received and complied with all addenda issued. **Failure to receive an addendum, or comply with an addendum requirement, may result in disqualification of bid submitted.**

- "Sealed Bid - BID NO. 26-006 DEMOLITION OF 500 PERRY BUILDING"**

It is the sole responsibility of the Bidder to ensure that their bid reaches the Purchasing Department on or before the closing date and time. The City shall in no way be responsible for delays caused by any other occurrence. Bids by telephone, telegram, email or facsimile shall not be accepted.

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work will be the number of calendar days stated from the date of the Notice to Proceed to the date of the final pay request approval by the Engineer. This project is required to be completed in sixty (60) consecutive calendar days.

Bidders must use the original Bid Proposal Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bid proposals on vendor quotation forms will not be accepted. Bidders may use an attachment as an addendum to the Bid Proposal Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid proposal. Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's bid proposal and presented in the form of an addendum to the original bid documents.

6. **Signature On Proposal.** Sign Bid Proposal correctly. Electronic signatures are accepted. If an individual makes the Bid Proposal, the individual's name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the Bid Proposal shall show the name of the state under the law of which the corporation was incorporated, also names and business addresses of its president, secretary, and treasurer. The Bid Proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the Bid Proposal, as agent, shall file (with the proposal) legal evidence of authority to do so. The partnership or corporate certificate, as applicable, must be completed and submitted with the Bid Proposal.
7. **Addenda.** Each Bidder will be held responsible for familiarity with all component parts of the proposed Contract Documents furnished for the Bid, including all addenda issued during the bidding period. Any addenda issued after procurement of the Contract Documents will be emailed to each party holding Bid Documents at that time. Each Addendum, including attachments, will be posted on the DemandStar web site which may be accessed at www.demandstar.com. Such addenda will be issued only to correct errors, omissions or discrepancies discovered during the bidding period, at the sole discretion of the City, and not later than seven (7) days prior to Bid opening. Any verbal clarifications given by any party during the bidding period shall in no way modify the terms or conditions of the Bidding Documents. Prior to submittal of a Bid, each Bidder shall be responsible for determining if any addenda have been issued.
8. **Examination of Contract Documents and Site.** It is the responsibility of each Bidder before submitting a Bid, to:
 - a. Examine the Contract Documents thoroughly.
 - b. Visit the site or structure to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work.
 - c. Take into account federal, state and local (City and Palm Beach County) laws, regulations, permits, and ordinances that may affect costs, progress, performance, furnishing of the Work, or award.
 - d. Study and carefully correlate Bidder's observations with the Contract Documents.

- e. Carefully review the Contract Documents and notify City of all conflicts, errors or discrepancies in the Contract Documents of which Bidder knows or reasonably should have known.

The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception, the Bid is premised upon performing and furnishing the Work required by the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. **Inspection of Site.** It is the Bidder's responsibility to visit the sites of the proposed work at locations as indicated herein and become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. **The site inspection form included herein must be signed and submitted with bids. Bids received from Bidders not submitting the mandatory site inspection form will be considered non-responsive and will be rejected.**

Bidders are not permitted to visit the site outside of the site visit scheduled with the Pre-Bid meeting, as this is a childcare facility and cannot have unauthorized visitors.

10. **Pre-Bid Interpretations.** Only those questions answered by the City's Purchasing Department, via written addendum to this bid, shall be binding as to this bid. City's answers to questions may supersede terms noted in this bid, and in such event, such answers shall govern and control this bid. Verbal and other interpretations or clarifications of City representatives or employees will be without legal effect. All questions about the meaning or intent of the contract documents are to be in writing. Interpretations or clarifications considered necessary by the City's Purchasing Director in response to such questions will be issued by City by means of addenda. **Written questions should be received no less than ten (10) calendar days prior to the date of the opening of Bids. There shall be no obligation on the part of City or the City's Purchasing Director to respond to questions received less than ten (10) calendar days prior to bid opening.**

All questions, comments and other communications by all prospective contractors, material suppliers, vendors, etc., shall be directed to the following Monica Powery, Director of Purchasing via email to purchasing@greenacresfl.gov.

11. **Award of Contract.** The award of the contract, if it is awarded, will be to the lowest responsible and responsive Bidder whose qualifications indicate the award will be to the best interest of the City and who's Bid Proposal shall comply with the requirements of the Contract Documents. The City will award this contract to the lowest responsive responsible Bidder based on the Base Bid. Time is of the essence for this project and the time limits are set in the Bid Proposal. In no case will the award be made until all necessary investigations have been made into the responsibility of the low Bidder and the City is satisfied that the Bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the provisions of the contract to the satisfaction of the City within the time specified.
12. **Financial Statement.** If requested by the City, a Bidder under consideration for award shall furnish a certified financial statement, current within the past thirty days, which must be a complete report of the financial resources and liabilities, equipment available, past performance records, personnel and organization experience.

13. Regulations Affecting the Work.

- **Compliance with Laws:** The Contractor hereby agrees and shall be solely responsible for ensuring that they and any subcontractors make themselves fully aware of the requirements of any applicable ordinances, statutes, laws or federal regulations which may affect this project or the Contractor's/Subcontractor's work under this project, including but not limited to safety regulations, Federal wage regulations and others. The Contractor further agrees that neither the City of Greenacres nor its Engineers shall be responsible for ensuring compliance or notification of any changes or modifications to any such applicable ordinances, laws, statutes, rules and regulations.
- **State and County Licenses:** When applicable, Contractor must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Occupational License for Palm Beach County. Copy of certificate and license must be submitted with Bid and must be in the name of the Bidder shown on the Bid Proposal page.
- **City Licenses and Permits:** When applicable, it shall be the responsibility of the successful Bidder to obtain, at no additional cost to the City of Greenacres, any and all licenses and permits required to complete this contractual service. A copy of these licenses and permits shall be submitted prior to commencement of work. Permit fees required by the City shall be waived for this work; however, the successful vendor must pay any applicable City Occupational License or Registration fees.

14. Construction Staking. The Contractor shall be responsible for laying out the work area.

15. Construction Rights. The City has obtained construction rights to assure sufficient rights-of-way to construct the project. The Contractor shall be responsible for payment of all costs or charges by entities other than the City for, but not necessarily limited to, the following and shall have included all such costs in the Base Bid prices stated in Bid:

1. Licenses required by law;
2. Inspection, testing and construction supervision fees charged by utility companies, railroad companies, public authorities or others;
3. All charges by others for assistance to the Contractor for such work as supporting, replacing, moving or providing protection for their facilities as necessitated by the contractor's operation;
4. All costs of restoration of the work site to condition equal or better than that prior to construction;
5. All costs of restoration of pavements and structures damaged by the Contractor's operation. Likewise, the Contractor shall pay all costs of restoring all work areas and all areas where construction materials are stored, whether new materials to be installed or materials removed from the work area incidental to the work **solely to the satisfaction of the City**; and
6. All public liability, property damage and contractual liability insurance required by others to permit the Contractor's operation.

16. **Construction Schedule.** The Contractor shall submit on a form acceptable to the City, an overall construction schedule for the project. This construction schedule shall start with the proposed date of signing the Contract, and the completion date shall be the date specified in the Contract.
17. **Time of Completion, Liquidated Damages.** The time allowed to complete the work is **sixty (60) consecutive calendar days.** By submitting a Bid Proposal for the work, the Contractor agrees with the rate of accrual of liquidated damages as stated in the Contract Documents for Contractor's failure to complete the work within a time so specified.
18. **Return of Proposal Guaranty.** As soon as the Bid Proposals have been compared, the City may, at its discretion, return the guaranty deposit accompanying such proposals as in its judgment would not likely be considered in making the award. All other proposal guaranties will be held until the Contract has been executed, after which they will be returned upon request to the respective bidders whose proposals they accompany.
19. **Failure to Execute the Contract.** The failure on the part of the successful Bidder to execute the Contract as required will be just cause for the amount of the guaranty deposited with the Bid Proposal, either in the form of a certified or cashier's check, or a Bid Bond, to be retained or be paid upon demand by the City; not as a forfeiture, but rather for liquidated damages, it being agreed to by each Bidder in advance that the City will sustain certain damages by reason of the failure of the Bidder to sign the Contract and that such damages equal the amount of the bid security or exceed the same, and in no event shall the Bidder thereafter be permitted to contest to the contrary and does waive such right upon submitting a Bid Proposal.
20. **Time of Award.** The City reserves the right to hold all Bid Proposals and Bid guaranties for a period not to exceed one hundred twenty (120) days after the date of Bid opening stated in the Invitation to Bid. Bid files may be examined during working hours by appointment only thirty days after Bid opening or after City provides notice of an intended award decision, whichever is earlier.
21. **Proposal Modifications.** Modifications must be received from Bidders prior to opening of first Bid. Modifications must be in written or printed form. Bidders shall not be allowed to modify their Bids after the opening time and date.
22. **Contract Security.** Paragraph 6.01 of the General Conditions sets forth the City's requirements as to performance and payment bonds. Prior to execution of contract, the successful Bidder must deliver the required performance and payment bonds. These bonds must be executed on the forms provided in the Bidding Documents and accompanied by the surety company's current valid Certificate of Authority issued by the United States Department of the Treasury under S.S.31, U.S.C. 9304-9308.
23. **Hours of Work.** The Contractor is hereby informed and understands that the City of Greenacres restricts certain noise between the hours of 7:00 p.m. and 7:00 a.m. Therefore, the work is restricted during these hours, unless the Engineer determines emergency conditions exist and are endangering life or property. If the Contractor is authorized to operate equipment 24 hours per day, the engines shall be provided with residential type silencers approved by the Engineer. The Contractor and or any subcontractor shall not be authorized to work exclusively on nights, Saturdays, Sundays or holidays unless the Contractor agrees to reimburse the City for all expenses incurred; nor is the contractor or any subcontractor allowed to perform 100% of their work on this project on nights,

Saturdays, Sundays or County recognized holidays without a County waiver and at a minimum, perform work on this project for one regular working day.

24. **Errors.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the total Bid amount will be adjusted accordingly. In the event of a conflict between prices in words and figures, the stated prices in words will take precedence. The Bidder must initial bids having erasures or corrections in ink.
25. **Debris:** Contractor shall be responsible for prompt removal of all debris that is a result of this contractual service. The contractor shall be responsible to ensure frequent pick-up of all refuse, scrap materials, and debris that result from contractor operations so that the work site presents a neat and orderly appearance at all times. All debris shall be transported from the premises. No debris shall be deposited as fill on the work site. At completion of the work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave the site in a ready to use condition.
26. **Protection of Property:** The Contractor shall at all times guard against damage or loss to City property and any other persons in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages or loss immediately to the Facilities Superintendent or his designee. Replacement or repairs shall begin within forty-eight (48) hours of the incident that caused the damage. Failure to restore said damage shall result in a deduction from the Contractors payment for the City's expenses incurred to restore the property to its original condition. The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.

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GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION:

These documents constitute the complete set of specification requirements and bid forms. Bid proposal is to be filled in, signed, sealed and mailed or presented to the Purchasing Department on or before the specified date and time.

It is sole responsibility of the bidder to ensure that his/her bid proposal reaches the Purchasing Department on or before the closing date and time. The City shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, email, telegram or facsimile will not be accepted.

The bid time must be and shall be scrupulously observed. Under no circumstances will bid proposals delivered after the time specified be considered. Such bid proposals shall be returned to the vendor unopened.

All bid proposals must be typewritten or written in ink, and must be signed by an officer or employee having authority to bind the company or firm. Electronic signatures are accepted.

Bidders shall not be allowed to modify their bid proposals after the opening date and time. Bid proposal files may be examined during normal working hours, after bid opening, by appointment only.

For information concerning this bid, please contact:
City of Greenacres
Purchasing Department
purchasing@greenacresfl.gov
(561) 642-2030

2. INQUIRIES:

Interested bidders may contact the City's Director of Purchasing, Monica Powery, CPPB, with questions about the bid by e-mail at purchasing@greenacresfl.gov. The Purchasing Department is located in the Greenacres City Hall at 5800 Melaleuca Lane, Greenacres, Florida 33463. All bidders are expected to carefully examine the bid documents. Any ambiguities or inconsistencies should be brought to the attention of the City Director or Purchasing through written communication. The Director of Purchasing will receive written requests for clarification concerning the meaning or interpretations of this bid, until ten (10) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective bidders to various portions of the bid so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this bid or give information as to the requirements of the bid in addition to what is contained in the written bid document.

3. BID TABULATION:

Bidders may download the bid tabulation directly from DemandStar at www.demandstar.com. The City does not notify unsuccessful bidders of agreement awards.

4. POSTING OF BID TABULATIONS:

Bid tabulations with recommended awards will be posted for review by interested parties on DemandStar at www.demandstar.com prior to submission through the appropriate approval process and will remain posted for a period of five (5) calendar days. Failure to file a protest to the Purchasing Agent within the time prescribed shall constitute a waiver of proceedings.

5. BID FORMS:

Bidders must use the original Bid Proposal Form(s) provided by the Purchasing Department and enter information only in

the spaces where a response is requested. Bid proposals on vendor quotation forms will not be accepted. Bidders may use an attachment as an addendum to the Bid Proposal Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid proposal. Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's bid proposal and presented in the form of an addendum to the original bid documents.

6. DEVELOPMENT COSTS:

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bid proposals simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of the bid.

7. DELAYS:

The City may delay scheduled due dates if it is to the advantage of the City to do so. The City will notify bidders of changes in scheduled due dates by written addendum(s).

8. LICENSES AND PERMITS:

When applicable, it shall be the responsibility of the successful bidder to obtain at no additional cost to the City, any and all licenses and permit required to complete contractual service. A copy of these licenses shall be submitted with bid proposal. A copy of these permits shall be submitted prior to commencement of work. Fees for permits from the City shall be waived for work related to this bid, however, the successful bidder must pay any applicable City Business Tax Receipt fees.

9. CERTIFICATIONS:

When applicable, bidder must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Business Tax Receipt for Palm Beach County. Copy of certificate and license must be submitted with bid proposal and must be in the name of the bidder shown on the Bid Proposal page.

10. CONTRACT EXTENSION:

The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

11. AWARDS:

As the best interest of the City Council may require, the right is reserved to make award(s) by individual commodities/services, all or none or any combination thereof. A bidder desiring to bid "No Charge" must so indicate, otherwise the bid proposal will be construed as incomplete and may be rejected.

12. CONTRACTUAL AGREEMENT:

The form of the agreement will be determined by the City. If a sample agreement is included in the bid, the City anticipates that the final agreement will be in substantial conformance with this sample agreement; nevertheless, bidders are advised that any agreement that may result from the bid may deviate from the sample agreement.

It is expressly agreed that the bidder is and shall be in the performance of all work, services, and activities under the agreement independent and not an employee, agent, or servant of the City. All persons engaged in any work, service or activity performed pursuant to the purchase order shall at all times and in all places be subject to bidder's sole direction, supervision and control. Bidder shall exercise control over the means and manner in which it and its employees perform and work. In all respects bidder's relationship and the relationship of its employees to the City shall be independent and not as employees or agents of the City.

This Invitation to Bid shall be included and incorporated in the final award. The order of contractual precedence will be the agreement or price agreement document, original bid terms and conditions, purchase order, and bidder proposal. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. Any cost of expenses to enforce the agreement, including attorney's fees, incurred by the City of Greenacres shall be borne by the bidder. Any additional contract or agreement requested for consideration by bidder must be attached and enclosed as part of the bid proposal.

13. SUBCONTRACTING:

If a bidder subcontracts any portion of services provided under a resulting agreement for any reason, bidder must include, in writing, the name and address of the subcontractor and extent of work to be performed. This information shall be submitted with bid proposal response and approved by the City. The City reserves the right to reject a bid proposal, of any bidder, if the bid proposal names a subcontractor who has failed in the proper performance of an agreement or is not in position to perform properly under this award. Subcontractors shall be responsible for meeting and submitting the insurance and licensing requirements set forth in the bid documents to the bidder, or the bidder shall extend their insurance policy to cover the subcontractor and their employees. It shall be the responsibility of the bidder to ensure that insurance and licenses required by this agreement are in effect.

14. E-VERIFY:

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Contractor shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
6. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs

incurred by the City as a result of the termination of the Agreement.

15. FLORIDA TRENCH SAFETY ACT:

If the work involves trench excavations that will exceed a depth of 5 feet, the requirements of Florida Statutes, Chapter 553, Part III, Trench Safety Act, will be in effect. The Bidder, by virtue of submitting a bid, certifies that such Act will be complied with during the execution of the work. Bidder acknowledges that included in the total bid price are all costs for complying with the Florida Trench Safety Act.

16. PRICE/DELIVERY:

The City requires a firm price for the agreement period. Any fees incurred will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through the entire agreement term will be grounds for agreement termination.

All prices shall be F.O.B. destination, freight prepaid (bidder) pays and bears freight charges, bidder owns goods in transit and files any claims). Pricing shall include all transportation charges, labor, and equipment used for delivery to destination and any charges necessary for the exchange of any item that fails to meet specifications.

Price quoted must be the price for new merchandise and free from defects. Any bid proposals containing modifying or "escalator" clauses will not be considered unless specifically requested in the bid specifications.

"Acceptance" as herein used means the acceptance by City of Greenacres, herein referred to as City, after the Purchasing Agent or his authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries of all items shall be made as soon as possible. In the appropriate blank on the bid proposal form, the vendor must indicate the best delivery date after receipt of order (ARO). Deliveries resulting from this bid are to be made during the normal working hours of the City. Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the bidder, to whom the order or agreement is awarded, fail to deliver on or before his/her stated date, the City reserves the right to CANCEL the order or agreement and make the purchase elsewhere. The successful bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

17. NEWS RELEASES:

The bidder shall obtain the prior approval of the City Manager's Office for any and all news releases and/or other publicity pertaining to this bid or the service, study or project to which it relates.

18. ADDITIONS OR DELETION OF SERVICES:

The City reserves the right to add to the services specified in this bid, or to delete any portion of the scope of services at any time.

19. QUANTITIES:

The quantity requirements, if established herein, are estimated. The City reserves the right to increase or decrease the total quantities of any item or service to meet actual needs. There shall be no quantity pricing restrictions.

20. ACCEPTANCE/REJECTION:

The City reserves the right to accept or to reject any or all bids and make the award to that bidder, who in the opinion of the City, will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to

reject the bid proposal of any bidder who has previously failed in the proper performance of an award or to deliver on time agreements of a similar nature or who is not in a position to perform properly under this award. The City reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

21. DISQUALIFICATION OF BIDDER:

The submittal of more than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered and will be cause for rejection of all proposals submitted by a Bidder.

22. ALTERNATIVES/APPROVED EQUAL/DEVIATIONS:

Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be cause for disqualification of the bid. The City shall make the determination as to whether any alternate product or service is or is not equal, and such determination shall be final and binding upon all bidders.

The bidder shall be responsible for reading carefully, and understanding completely, the requirements and specifications of the items bid upon. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible. Therefore deviations must be explained in detail on an attached sheet(s) and itemized by number. Any item(s) that do not meet the City's specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time (reasonable time as determined by the City), the bidder will be required to compensate the City for difference in price incurred from going to the next low bidder.

23. NO BID:

Where more than one item is listed, any items not bid upon shall be indicated "NO BID." If no items are bid on, the "Statement of Non-Response" should be returned, with the envelope plainly marked "NO BID" and with the bid number. Failure to do so will be an indication that the bidder does not wish to be considered for future bids/RFPs.

24. OMISSION OF DETAILS:

Omission of any essential details from these specifications will not relieve the bidder of supplying such product(s) as specified.

25. MISTAKES:

In the event of extension error(s) the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the bidder's total will be corrected accordingly. If there is a difference between the written price and the numerical price, the written price shall prevail. Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk. Bid proposals having erasures or corrections must be initialed by the bidder.

26. AVAILABILITY OF FUNDS:

The obligations of the City under this award are subject to the availability of funds lawfully appropriated for its purpose by the Greenacres City Council.

27. PAYMENT:

The City will make payment after all commodities/services have been received/completed, accepted and properly invoiced as indicated in agreement and/or order. Invoices must bear the purchase order number. Payment shall be made within 30 days of such acceptance.

28. DISCOUNT:

Bidders may offer a discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes, unless otherwise specified in Special Conditions. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

29. ADDITIONAL SERVICES:

The City may require additional services, similar in scope to the requirements of this bid, from time to time. Services not specifically identified in this bid may be added by mutual agreement of the Parties and approval of the City Manager.

30. TERMINATION:

a. Termination for Cause

If, through any cause, the bidder shall fail to fulfill in a timely and proper manner, its obligations under the Purchase Order, or if the bidder shall violate any of the provisions of the Purchase Order, the City may upon written notice to the bidder, terminate the right of the bidder to proceed under the Purchase Order, and may hold the bidder liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the bidder under the agreement shall, at the option of the City, become the City's property and the bidder shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The bidder, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the agreement by the bidder, and the City may withhold any payments to the bidder for the purpose of off set until such time as the amount of damages due the City from the bidder is determined. The bidder shall not be held liable for damages solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the agreement because of such delay.

b. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel any agreement by giving the bidder a thirty (30) day written notice.

31. PERFORMANCE:

The City may return, for full credit, any item(s) received which fail to meet the City's performance standards.

32. CANCELLATION:

Orders will be subject to immediate cancellation if either product or service does not comply with specifications, as stated herein, or fails to meet the City's performance standards.

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:

Bidder certifies that all material, equipment, etc., contained in his/her bid proposal meets all O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A requirement in effect on date of delivery, all costs necessary to bring the material, equipment,

etc., into compliance with the aforementioned requirements shall be borne by the bidder.

34. MATERIAL SAFETY DATA SHEET:

In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany any toxic substance resulting from this bid. The MSDS must include the following information:

- (a) The identity used on the chemical product's label.
- (b) The chemical and the common name(s) of all ingredients that have been determined to be a health hazard.
- (c) Physical and chemical characteristics of the hazardous chemicals (i.e. vapor pressure, flashpoint).
- (d) The physical hazards of the hazardous chemical, including the potential for fire, explosion and reactivity.
- (e) The health hazards of the hazardous chemical, including signs and symptoms of exposure.
- (f) The primary route(s) of entry.
- (g) The Occupational Safety and Health Administration (OSHA) permissible exposure limit, American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Value, and any other exposure limit used or recommended.
- (h) Whether the hazardous chemical is listed on the National Toxicology Program (NTP) Annual Report on Carcinogens (latest edition) or has been found to be a potential carcinogen.
- (i) Any general applicable precautions for safe handling and use that are known.
- (j) Any general applicable control measures that are known.
- (k) Emergency and first aid procedures.
- (l) The date of MSDS preparation or last change to it.
- (m) The name, address and telephone number of the chemical manufacturer or importer.

35. CHEMICAL APPROVALS:

Any chemicals used in the construction of this project by the bidder must have prior approval of the Environmental Protection Agency (EPA) or United States Department of Agriculture (USDA).

36. SAFETY REGULATIONS:

Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.

37. CODES AND REGULATIONS:

The bidder must strictly comply with all Federal, State and local building and safety codes.

38. FEDERAL AND STATE TAX:

The City is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

The City is exempt from Federal and State Taxes for tangible personal property. The Purchasing Agent will sign an exemption certificate submitted by the successful bidder. Vendors or contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with The City, nor shall any said vendor or contractor be authorized to use the City's tax exemption number in securing such materials.

39. LEGAL REQUIREMENTS:

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

- (a) Bidders doing business with the City are prohibited from discriminating against any employee, applicant or client because of race, creed, color, religion, national origin,

sex, age or non-disqualifying physical or mental disability, with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

- (b) Identical Tie Bids/Proposals shall be awarded in accordance with the preference established in Section 287.087, Florida Statutes, to a bidder submitting the attached Drug-Free Workplace Certification form properly completed and certified. In the event that tie bids/proposals are received either from bidders who have all submitted a Drug-Free Workplace Certification or none of whom who have submitted such certification, the award will be made in accordance with City purchasing procedures pertaining to tie bids/proposals.
- (c) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid proposal on an agreement to provide any goods or services to a public entity, may not submit a bid proposal on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bid proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (Currently \$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

40. UNIFORM COMMERCIAL CODE:

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded bidder and the City for any terms and conditions not specifically stated in the Invitation to Bid.

41. INDEMNIFICATION:

Bidder agrees to protect, defend, reimburse, indemnify and hold the City, its agents, employees and elected officers and hold each of them free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the City by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with bidder's performance under this agreement, bidder's acts, omissions or operations hereunder, or the performance, nonperformance or purported performances of the bidder or any breach of the items of this agreement; provided, however, the bidder shall not be responsible to the City for damages resulting out of bodily injury or to property which bidder can establish as being attributable to the sole negligence of the City, its respective agents, servants, employees or officers.

This indemnification shall include, but not be limited to, suits, actions or claims brought because of any injuries or damage sustained by any person or property on account of the bidder's operations in connection with the agreement; or on account of or in consequence of any neglect in constructing the work; or because of any act or omission by the bidder; or because of any claims or amounts recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the bidder under his agreement; as is considered necessary by the City, or in the case no monies are due, his surety shall be held until such suits, actions or claims for injuries or damages, as aforesaid, shall have been

steeled and suitable evidence to the effect furnished to the City.

The bidder acknowledges and agrees that the City would not enter into an agreement without this indemnification of the City by the awarded bidder, and that the City's entering into an agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the agreement. Nothing in the agreement shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

42. CONE OF SILENCE:

The City complies with the Palm Beach County Lobbyist Registration Ordinance. Section 2-355, Cone of Silence, which provides for a prohibition on any communication, except for written correspondence, regarding a particular request for bid, request for qualification, bid, or any other competitive solicitation between any person or person's representative seeking an award and any member of the City Council or employee authorized to act on behalf of the City Council to award an agreement. The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation and shall terminate at the time the City Council or department authorized to act on behalf of the City Council, awards or approves a proposal, rejects all proposals, responses, or otherwise takes action which ends the solicitation process.

All communications regarding this competitive solicitation shall be addressed in written form to Purchasing staff only. These provisions do not apply to oral communications at any public proceeding, selection committee presentation, or negotiation meeting.

43. CONFLICT OF INTEREST:

The award is subject to provisions of State Statutes and City Ordinances. All bidders must disclose with their bid proposal the name of any officer, director or agent who is also an employee of the City. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of ten (10) percent or more in the bidder's firm or any of its branches.

44. NON-COLLUSION:

Bidder, by submitting a bid proposal, certifies that their bid proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a bid proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in agreement cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s). Only one (1) bid proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any bidder is interested in more than one (1) bid proposal for work contemplated; all bid proposals in which such a bidder is interested will be rejected.

45. CODE OF ETHICS:

If any bidder violates or is a party to a violation of the code of ethics of Palm Beach County or the State of Florida with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid proposal is submitted and shall be further disqualified from submitting a response

on any future bids/RFPs for work, goods or services for the City of Greenacres.

46. GOVERNING LAW AND VENUE:

Any agreement resulting from this bid shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the agreement will be held in Palm Beach County and the agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

47. EEO STATEMENT:

The City is committed to assuring equal opportunity in the award of agreements and, therefore, complies with all laws prohibiting discrimination on the basis of race, creed, color, religion, national origin, sex, age and non-disqualifying physical or mental disability.

48. SEVERABILITY:

The invalidity, illegality, or unenforceability of any provision of the agreement, or the occurrence of any event rendering any portion or provision of the agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the agreement. Any void provision shall be deemed severed from the agreement and the balance of the agreement shall be construed and enforced as if the agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire agreement from being void should a provision which is of the essence of the agreement be determined to be void.

49. INSPECTOR GENERAL OF PALM BEACH COUNTY:

The bidder is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any resulting agreement and in furtherance thereof may demand and obtain records and testimony from the bidder and its subcontractors and lower tier subcontractors. The bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the bidder or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this agreement justifying its termination.

50. SCRUTINIZED COMPANIES:

As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it and any authorized subcontractors are not participating in a boycott of Israel. The City and Contractor agree that the City will have the right to immediately terminate the Contract Documents if the Contractor and/or any authorized subcontractors is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

51. PUBLIC RECORDS:

Upon award recommendation or thirty (30) days after opening, whichever occurs first, bid proposals become public records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the

exemptions to disclosure provided by law in the response to the bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

52. RECORDS/AUDITS:

The City of Greenacres is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- (a) Keep and maintain public records required by the City in order to perform the service.
- (b) Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

53. PURCHASING PROTESTS:

- (a) *Right to protest.* Any actual bidder, proposer, offeror, vendor or contractor who is aggrieved in connection with an invitation to bid, request for proposals or other competitive selection process may protest such purchase.
- (b) *Protest deadline.* The deadline for filing a protest is not later than three (3) days (excluding Saturdays, Sundays and legal holidays) after the date the applicable competitive selection process has been advertised by the City (for protests alleging a deficiency in the advertised competitive selection process) or after the date that notice of the written recommendation of award has been posted on the City's website or purchasing bulletin board by the Purchasing Agent or designee (for protests challenging the award). It shall be the responsibility of a bidder, offeror, vendor or contractor to ascertain the advertisement date and/or bid award information from the Purchasing Department. Protestors shall file their protests in writing with the Purchasing Agent during normal office hours of the City, but in no

event later than 4:00 p.m. on any normal business day of the City, prior to the expiration of the deadline for protests. Protests shall specifically describe the subject matter and facts giving rise to the protest. Protests shall be deemed effective on the date they are received by the Purchasing Agent.

- (c) *Decision.* If the protest is not resolved by mutual agreement, the Purchasing Agent shall issue a decision in writing within a reasonable amount of time. The Purchasing Agent shall have the authority to settle and resolve a protest of an aggrieved bidder, offeror, vendor or contractor concerning the competitive selection process or award. If the Purchasing Agent is unable to resolve the protest, the Purchasing Agent in consultation with the City Manager shall render a decision. The decision of the City Manager shall:
 - (1) State the reasons for the action taken; and
 - (2) Inform the protestor of its right to appeal as provided in this section.
- (d) *Notice of decision.* A copy of the decision of the Purchasing Agent and City Manager shall be mailed or otherwise furnished promptly to the protestor and any other party intervening. A refusal to accept a copy furnished by mail or otherwise shall not affect the validity of the decision.
- (e) *Appeal to City Council.* A protestor may appeal the decision of the City Manager to the City Council by filing a written notice of appeal within seven (7) business days after receipt of the notice of decision of the City Manager. The notice of appeal shall be filed with the City Manager during normal office hours of the City Manager, but in no event later than 5:00 p.m. on any normal business day of the City prior to the expiration of the deadline for the notice of appeal. The notice of appeal shall set forth the grounds for the appeal. The protest shall be heard by the City Council within a reasonable time of the filing of the notice of appeal with the City Manager.
- (f) *Finality of decision.* A decision of the Purchasing Agent and City Manager regarding a protest which is not timely appealed to the City Manager, or a decision of the City Council, or a decision of the City Council regarding a protest, shall be final and conclusive. A bidder, offeror, vendor or contractor who has not timely appealed the decision(s) regarding the protest to the City Council shall not be deemed to have exhausted his or her administrative remedies.
- (g) *Stay of procurements during protests.* In the event of a timely protest under this section, the Purchasing Agent shall not proceed further with the competitive selection process or award until all administrative remedies have been exhausted or until the City Manager makes a written determination that the competitive selection process and/or award without delay is necessary to protect substantial interests of the City. The City Council may, upon determination that a bona fide emergency exists, waive all bid protest procedures and approve an award.
- (h) *Failure to follow procedure.* Failure to follow the protest procedure set forth herein shall automatically nullify any protest or claim brought by an aggrieved bidder, offeror, vendor or contractor.

54. PUBLIC RECORDS

CUSTODIAN:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
5800 MELALEUCA LANE
GREENACRES, FL 33463
(561) 642-2006
CITYCLERK@GREENACRESFL.
GOV**

APPENDIX A

CITY OF GREENACRES

Bid Proposal Form
Bid Schedule
Bidder Certification
Site Inspection Form
Bidders Qualification Form

**MUST BE SUBMITTED WITH THE BID. FAILURE TO DO SO WILL RENDER BID
NON-RESPONSIVE.**

BID PROPOSAL
DEMOLITION OF 500 PERRY BUILDING
BID NO. 26-006

Name of Bidder: _____

Phone Number: _____ **Fax Number:** _____

Submitted: _____, 20____

Bidder:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid Proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interest in the Bid Proposal of the Contract to which the work pertains; that this Bid Proposal is made without connection or arrangement with any other person, company, or parties submitting a Bid or Proposal and that the Bid Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that they have examined the site of the work, or Bidder has made sufficient test holes and/or other subsurface investigations to be fully satisfied, and that from personal knowledge and experience such site is a correct and suitable one for this work and Bidder assumes full responsibility therefore; that Bidder has examined the Drawings and Specifications for the work to be done and has examined the other Contractual Documents relating thereto, including the Advertisement for Bids, Instructions to Bidders, Bid Proposal, Bid security, form of Contract, Performance and Payment Bonds, General Conditions and Supplementary Conditions, Technical Specifications, Drawings and has read all Addenda prior to the opening of Bids, and that Bidder is satisfied fully, relative to all matters and conditions with respect to the work to which this Bid Proposal pertains.

The Bidder proposes and agrees, if this Bid Proposal is accepted, to Contract with the City of Greenacres, in the form of Contract specified, to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the Bid Proposal and the Contract, and called for by the Drawings and Specifications and in the manner specified.

The Bidder hereby agrees to commence work under this contract on a date to be specified in written "Notice to Proceed" by the City and to fully complete the project,

Within sixty (60) consecutive calendar days,

Thereafter as stipulated in the Contract Documents. The Bidder further agrees to pay as liquidated damages the sum of \$250.00 for each consecutive calendar day thereafter, through the calendar day on which the project is complete in accordance with the Contract Documents.

The Bidder further agrees to execute a Contract and furnish satisfactory Contract Bonds and Insurance Certificates after written notice being given by the City of the award of the Contract, and the undersigned agrees that in case of failure on Bidder's part to execute the Contract and furnish the said Contract Bonds and Insurance Certificates within the fifteen (15) consecutive calendar days after the award of the Contract, the cashier's check or Bid Bond accompanying Bid and money payable thereon shall be paid into the fund of the City of Greenacres, Palm Beach County, Florida, as liquidation of damages sustained by the City. Otherwise, the check or Bid Bond accompanying the Bid Proposal shall be returned to the undersigned after the Contract Bond and Insurance Certificates are filed, Contract is signed and the Notice to Proceed is issued.

The contract is lump sum. The **Bidder is responsible for determining the existing site conditions and quantity** estimates. The undersigned agrees to accept in full compensation for a Lump Sum amount for all the work described in the Contract Documents, and enumerated in the following bid schedule:

STATE PRICE IN WORDS AND FIGURES

TOTAL BASE BID: DEMOLITION OF 500 PERRY BUILDING

This project consists of the demolition and removal of a one-story, approximately 3,600-square-foot municipal building, along with associated site improvements, located at 500 Perry Avenue, Greenacres, FL, 33463. The project includes demolition of the structure, playground equipment, pavements, trees, and subsurface elements to a minimum depth of five (5) feet below finished grade, with adjacent City-operated youth facilities remaining occupied and operational throughout the work.

TOTAL BASE BID: _____ **DOLLARS (\$**_____ **)**

BIDDER: _____ **DATE:** _____

Name of Contractor Service Representative:

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

Company Name: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone No: _____ Fax No: _____

Federal I.D. No.: _____

BID NO. 26-006 DEMOLITION OF 500 PERRY BUILDING
BIDDERS CERTIFICATION

The undersigned bidder certifies that this bid proposal package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this bid.

Acknowledgement is hereby made of the following Addendum(s) received since issuance of Bid Documents:

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

The undersigned hereby certifies that he/she is an authorized representative of the Company who may legally bind the Company:

***SIGNATURE:** _____ **DATE:** _____

Name: _____ Title: _____
Printed

Company Name: _____
Legal Name

Address: _____

City, State, Zip: _____

Telephone No.: _____ Fax No.: _____

Federal I.D. #: _____

***Signature must be affixed.**

The following Documents are included with bid proposal and made a condition of the Bid:

1. Bid Proposal Form
2. Bidders Certification
3. Site Inspection Form
4. Bidders Qualification Form
5. Professional References
6. Bid Bond
7. Subcontractors List
8. Corporate or Partnership Certificate
9. Drug-Free Workplace Certification
10. Scrutinized Companies
11. E-Verify Acknowledgement
12. Affidavit of Compliance with Anti-Human Trafficking Laws
13. Non-Collusive Affidavit

BID NO. 26-006 DEMOLITION OF 500 PERRY BUILDING
SITE INSPECTION FORM

(Name of person who inspected site of proposed work for your firm)

Name: _____

Date of Inspection: _____

Name of Proposer, Corporation, Firm or Individual: _____

Business Address of Corporation, Firm or Individual: _____

Phone Number: _____

By: _____

Signature

Typed Name and Title

BIDDERS QUALIFICATION FORM

PROJECT NAME: DEMOLITION OF 500 PERRY BUILDING

BID NUMBER: 26-007

DATE: _____

The bidder, as a result of this bid, MUST hold a County and/or Municipal Contractor's Business Tax Receipt in the area of their fixed business location. Each bidder MUST complete the following information and submit with their bid proposal in order for the bid proposal to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone: _____

Email: _____ Fax: _____

The length of time (continuous) in business under the above stated legal name: _____ years.

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, complete:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. The length of time (continuous) in business: _____ years

6. Length of time (continuous) in business in Florida: _____ years

Name and Title of Principal Officers:

Date Elected:

Note: Information requested herein and submitted by the bidders will be analyzed by the City of Greenacres and will be a factor considered in awarding any resulting agreement. The purpose is to ensure that the bidder, in the sole opinion of the City of Greenacres, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject agreement.

BID NO. 26-006 DEMOLITION OF 500 PERRY BUILDING
PROFESSIONAL REFERENCES

Complete the form below with at least five (5) *current and pertinent* professional references that the City can contact in relation to bidder's qualifications and experience in completing similar projects. Failure to furnish this information may be grounds for rejection of the bid proposal.

1. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	
Scope of work/ Project Description:		
 Average response time for repairs:		

2. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	
Scope of work/ Project Description:		
 Average response time for repairs:		

3. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	
Scope of work/ Project Description:		
 Average response time for repairs:		

4. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	
Scope of work/ Project Description:		
 Average response time for repairs:		

BID NO. 26-006 DEMOLITION OF 500 PERRY BUILDING
PROFESSIONAL REFERENCES – CONTINUED

5. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	
Scope of work/ Project Description:		
Average response time for repairs:		

6. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	
Scope of work/ Project Description:		
Average response time for repairs:		

7. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	
Scope of work/ Project Description:		
Average response time for repairs:		

8. Name and Address of Firm, City, County, or Agency	Date(s):	
	Status:	
	Bid Number:	
	Contact:	
	Telephone No:	
	Email:	
Scope of work/ Project Description:		
Average response time for repairs:		

Company Name: _____ Signature: _____

Printed Name & Title: _____ Date: _____

APPENDIX B

CITY OF GREENACRES

Bid Bond
Subcontractors List
Corporate Certificate
Partnership Certificate
Drug-Free Workplace Certification
Scrutinized Companies
E-Verify Acknowledgement
Affidavit of Compliance with Anti-Human
Trafficking Laws
Non-Collusive Affidavit

TO BE SUBMITTED WITH THE BID.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____
_____, as PRINCIPAL, AND

as SURETY are held and firmly bound unto the City of Greenacres, hereinafter called the Obligee,
in the penal sum of:

_____ Dollars, (\$_____) lawful
money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally;
firmly by these presents.

WHEREAS, the Principal has submitted a bid for the construction of:

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the bid of
the Principal herein is accepted and said Principal within the time stated in the written notice of
award, (i) enter into a written contract with the City, then this obligation shall be void. If the
Principal fails to complete (i) above, the sum herein stated shall be due and payable to the City,
and the Surety herein agrees to pay said sum immediately upon demand of the City, in good and
lawful money of the United States of America, as liquidated damages for failure of said Principal.

Signed and sealed this _____ day of _____, 20____, A.D.

Witness

Principal

BY:

Name and Title

Surety

Seal

BY:

Attorney in Fact

BID NO. 26-006 DEMOLITION OF 500 PERRY BUILDING
LIST OF PROPOSED SUBCONTRACTORS

The undersigned bidder hereby designates, as follows, all major subcontractors whom he/she proposes to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed and shall be required to furnish the CITY with a Certificate of Insurance in accordance with the agreement general conditions. Failure to furnish this information may be grounds for rejection of the bidder's bid proposal. (If no subcontractors are proposed, state "None" on first line below.)

Name and Address of Subcontractor	Scope of Work/Phase(s)	License #
1.		
2.		
3.		
4.		
5.		

Signature and Date _____

Title/Company _____

CORPORATE CERTIFICATE

PROJECT NAME: DEMOLITION OF 500 PERRY BUILDING

BID NUMBER: 26-007

DATE: _____

I, _____, certify:

1. That I am the _____, of the Corporation Officer named in the foregoing Bid Proposal; and
2. That _____, who signed said Bid Proposal on behalf of the Contractor was then _____ of the said Corporation; Officer and authorized to sign the Bid Proposal, and is authorized to sign Contracts and other instruments on behalf of Corporation; and
3. That submitting said Bid Proposal and entering into a Contract with the Owner for the construction of the work based upon said Bid Proposal, is within the scope of the corporate powers of the Corporation.
4. That the Corporation is in good standing and authorized to do business in the State of Florida.

Signed and sealed this _____ day of _____, 20____, A.D.

Signature

Corporate Seal

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who was physically present, as _____ (title), of _____ (name of entity) which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____

PARTNERSHIP CERTIFICATE

PROJECT NAME: DEMOLITION OF 500 PERRY BUILDING

BID NUMBER: 26-007

DATE: _____

STATE OF FLORIDA)
COUNTY OF) SS

_____, being duly sworn, deposes and says; that he/she is a member of the partnership firm designated as _____, named in the foregoing Bid Proposal. That he/she has been duly vested with authority to submit the Bid Proposal and to make and sign instruments for the partnership by _____, _____, _____, and _____ who constitute all other members of the Partnership.

Signed and sealed this _____ day of _____, 20____, A.D.

Signature, General Partner

By:

Name & Title

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who was physically present, as _____ (title), of _____ (name of entity) which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two (2) or more bid proposals, which are equal with respect to price, quality, and service, are received by the City of Greenacres for the procurement of commodities or contractual services, a bid proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances 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 or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

**This Certification is submitted by _____ the
(Individual's Name)**

**_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)**

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SCRUTINIZED COMPANIES

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

As provided in Section 287.135(8), Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it and any authorized subcontractors are not participating in a boycott of Israel. The City and Contractor agree that the City will have the right to immediately terminate the Contract Documents if the Contractor and/or any authorized subcontractors is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

I, _____, on behalf of _____,
Print Name Company Name

Certifies that _____ does not:
Company Name

1. Participate in a boycott of Israel.

Signature and Date _____

Title/Company _____

E-VERIFY ACKNOWLEDGEMENT FORM

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- (a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- (b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Greenacres; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the EVerify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:

Authorized Signature:

Print Name:

Title:

Date:

Phone:

Email:

Website:

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

The undersigned, on behalf of the contractor listed below ("CONTRACTOR"), hereby attests under penalty of perjury as follows:

The CONTRACTOR, by signing this affidavit as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes. (Source: § 787.06 (13), Florida Statutes – Human Trafficking).

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 20____, by _____, as the _____ [title] of _____, a company authorized to do business in the State of Florida, who is ☐ personally known to me or ☐ who has produced _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ [CONTRACTOR'S Name] to the same.

Notary Seal

Print Name: _____

My commission expires: _____

NON-COLLUSIVE AFFIDAVIT

STATE OF _____)

COUNTY OF _____)SS

_____ being first duly sworn
deposes and says that:

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

NON-COLLUSIVE AFFIDAVIT

Signed, sealed and delivered in the presence of:

WITNESSES:

BY: _____

Signature

Typed Name

Title

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who was physically present, as _____ (title), of _____ (name of entity) which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____

APPENDIX C

CITY OF GREENACRES

Scope of Work

Location: 500 Perry Avenue, Greenacres, FL 33463

Associated Parcel: Government Use (GU) Property, 501 Martin Avenue, PCN 18-42-44-23-01-029-0010

Building Size: Approximately 3,600 SF

Original Construction Year: 1962

Owner: City of Greenacres, Florida

1. PROJECT OVERVIEW

The City of Greenacres is soliciting proposals from qualified and licensed demolition contractors for the complete demolition and removal of a one-story municipal building located at 500 Perry Avenue. The structure to be demolished is approximately 3,600 square feet and currently serves as an aftercare facility. Adjacent City-operated Youth Programs within the occupied building at 501 Martin Avenue will remain fully operational throughout the project; therefore, protection of occupants, staff, visitors, and surrounding properties is of utmost importance.

This project includes demolition of the main structure and all associated site improvements including 3 mature trees, playground equipment, poured-in-place (PIP) rubber surfacing, pavements, the attached walkway canopy and concrete, and all subsurface elements to a minimum depth of five (5) feet below finished grade.

2. PRE-CONSTRUCTION REQUIREMENTS

2.1 Existing Conditions Documentation

Contractor shall perform the following prior to mobilization:

- Property Condition Assessment (PCA) of the adjacent occupied building at 501 Martin Avenue.
- Comprehensive video and photographic documentation of existing interior and exterior conditions of adjacent structures, site features, and surrounding properties.
- Submission of all documentation to the City for approval before any demolition activity begins.

Contractor is fully responsible and liable for all damages resulting directly or indirectly from the work, including damage caused by subcontractors or equipment. Any impacted item or property shall be repaired or restored to its pre-incident condition or better at no additional cost to the City.

2.2 Safety and Operations Planning

Contractor shall submit the following for approval prior to the start of work:

- Project-Specific Safety Plan, including protection measures for adjacent occupied buildings.
- Maintenance of Traffic (MOT) Plan (if applicable).
- Dust, Noise, Debris prevention from entering adjacent childcare areas and Vibration Control Plan.
- Stormwater Pollution Prevention Plan (SWPPP) and Best Management Practices (BMPs).
- Utility Coordination Plan, including verification of utility disconnections with service providers.
- Schedule and Sequencing Plan, including durations and single-mobilization intent.
- Restroom, provide port-o-let for contractors/workers on site.

3. SCOPE OF WORK

The proposal shall include all labor, materials, services, and equipment necessary to complete the project, including but not limited to:

3.1 Demolition and Removal

- Complete demolition of the building structure, interior contents, slab, foundations (minimum 5' below grade), pavements, hardscape, existing driveways/courts, playground equipment, PIP rubber surfacing, mature trees, fences, site furnishings, utilities, and the attached covered walkway.
- On-site sorting, haul away and disposal of all debris legally off-site.
- Removal, capping, or abandonment of all utilities, meters, septic tanks, and septic contents as applicable, in accordance with governing regulations.
- Protection of existing utilities intended to remain.

3.2 Environmental and Hazardous Materials Compliance

- Engage a Florida-licensed asbestos consultant to perform a full asbestos survey.
- Include an allowance of \$5,000 for abatement of regulated asbestos-containing materials encountered above threshold levels.

- Comply with all federal, state, and local environmental regulations including the Florida Department of Environmental Protection (FDEP), U.S. Environmental Protection Agency (EPA), and Palm Beach County Health Department requirements.

3.3 Site Controls

- Dust control using wet methods, such as approved hydrant connection or water truck usage.
- Noise and vibration mitigation measures to protect adjacent operations.
- Installation and maintenance of 6-foot-high screened chain-link perimeter fence per FL Department of Health (DOH) standards.
- Erosion and sedimentation controls in accordance with the approved SWPPP and local codes.

3.4 Permits and Approvals

Contractor shall provide:

- Permit expediting services and procurement of all required permits from all Authorities Having Jurisdiction (AHJs), including demolition permits, tree removal permits, utility disconnect permits, and environmental notifications.
- Only City of Greenacres' permit fees will be paid directly by the City. All other associated fees shall be included in the Contractor's proposal. The Greenacres Demolition Package & Checklist is attached as Attachment B.

3.5 Coordination With Adjacent Operations

- Maintain safe and uninterrupted access to the adjacent occupied building throughout the project.
- Coordinate work schedules within allowable City working hours.
- Implement measures to minimize disruption to Youth Programs operations.

3.6 Final Site Condition

Upon completion:

- The site shall be fully cleared of all debris and left with clean, graded subgrade soil.
- No seeding or sodding within the demo limits is required unless specifically requested by the City.
- All temporary fencing, utility protections, and controls shall be removed.

- Right of way (ROW) / Sidewalks / Curbs / Landscaping restoration as needed.
- Compaction of site to be compacted in layers of 4" but no more than 8" at a time to prevent subgrade from settling and causing future soft spot in the rubber surfacing.

4. CONTRACTOR RESPONSIBILITIES

- All utility locations must be determined by calling Sunshine State One Call and the specific utility company 48 hours in advance of construction.
- The awarded Contractor shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.
- All work shall be done in a safe manner, specifically, the rules and regulations of The Occupational Safety and Health Administration (OSHA), The Florida Department of Transportation (FDOT) and The Manual of Uniform Traffic Control Devices (MUTCD) shall be strictly observed. This includes the use of Temporary Traffic Control and (TTC) plan discussed with the Contract Coordinator prior to the start of any work.
- The awarded Contractor shall completely secure the work areas prior to beginning project work to ensure the safety of the general public.
- The awarded Contractor shall furnish, at their expense, all labor, equipment, machinery, tools, materials, transportation, and services necessary to fully complete all work specified herein.
- Contractor shall protect adjacent water bodies, wetlands and properties from damage by sedimentation or other potential construction related causes.
- Supply, service, and remove dumpster as needed.
- Provide a portable toilet on-site for the crew for the duration of the project.
- Apply, pay for, and maintain all required permitting.
- The awarded Contractor shall correct any and all damage caused by their operations to the City's satisfaction at no additional cost to the City.
- Secure all materials and equipment stored on site as needed. The City assumes no responsibility for any items lost or damaged for the duration of the project. The contractor shall coordinate with the Contract Coordinator for the selection of proposed construction staging areas and/or stockpiling of materials.
- Protect all work areas and routes and exercise caution not to cause any damage to the existing facility finishes and other items not in the scope of work.

- All damage to grass, trees, or shrubs which occurs as a result of the contractor's application of materials shall be remedied by the contractor at no additional cost to the City. Repairs made as a result of damage must be guaranteed for a period of 90 days. Should the replacement grass or shrub die in the 90 day period the contractor shall replace the materials continually until the area is re-established. The City will only continue standard and customary practices for maintenance of the areas during re-establishment period, The City's personnel shall not be tasked with extraordinary watering or maintenance. In the event that trees or shrubs are to be replaced, an underground utilities locate ticket shall be called in, free of charge, by dialing 8-1-1. The contractor must wait the adequate amount of time required prior to commencing work.

5. DELIVERABLES AND CLOSEOUT

Contractor shall provide:

- Waste disposal receipts and recycling/diversion reports (if applicable).
- Utility disconnects confirmations.
- Asbestos survey and abatement documentation.
- Final photo/video documentation of cleared site.
- Certificate of Completion and affidavit attesting that all work was performed in accordance with applicable regulations.
- Permit closeout verifications.
- Completion/Acceptance letters from all applicable AHJs.

6. BID PROPOSAL COSTS

The Bidder shall include all labor, materials, equipment, permits, fees (except City-paid permit fees), coordination, supervision, and services required to complete the project as described in the Contract Documents. Costs to consider shall include, but not limited to, the following items:

Base Bid:

- **Pre-Construction & Planning** – Property Condition Assessment (PCA), photo/video documentation, safety plan, MOT plan, SWPPP, utility coordination plan, schedule & sequencing
- **Mobilization & General Conditions** – Site setup, supervision, temporary facilities, port-o-let, coordination, meetings
- **Permits & Regulatory Compliance** – Demolition permits, tree removal permits, utility disconnect permits, environmental notifications (excluding City-paid permit fees)

- **Asbestos Survey** – Florida-licensed asbestos consultant, survey, reporting. Engage a Florida-licensed asbestos consultant to perform a full asbestos survey
- **Asbestos Abatement Allowance** – Regulated ACM removal (Allowance – \$5,000)
- **Site Controls & Protection** – 6' screened fencing, dust control, noise/vibration mitigation, erosion & sediment controls
- **Utility Disconnections & Abandonment** – Water, sewer, electric, gas, telecom, septic tanks and contents (as applicable)
- **Building Demolition** – Complete demolition of 3,600 SF one-story structure including interior contents, slab, foundations to 5' below grade
- **Demolition of Site Improvements** – Walkway canopy, concrete, pavements, driveways, courts, fences, site furnishings
- **Playground & Surface Removal** – Playground equipment and PIP rubber surfacing
- **Tree Removal** – Removal and disposal of three (3) mature trees
- **Debris Handling & Disposal** – On-site sorting, hauling, lawful disposal, recycling/diversion documentation
- **Protection of Adjacent Operations** – Measures to maintain safe access and protect occupied Youth Program facilities
- **Subsurface Demolition** – Removal of subsurface elements to minimum 5' below finished grade
- **Backfill, Grading & Compaction** – Clean fill, grading to subgrade, compaction per project requirements
- **ROW / Sidewalk / Curb / Landscaping Restoration** – As required due to demolition activities
- **Final Site Cleanup & Demobilization** – Remove temporary controls, final cleanup
- **Project Closeout** – Waste receipts, utility confirmations, asbestos documentation, final photos/videos, permit closeouts, acceptance letters

APPENDIX D

CITY OF GREENACRES

Post Award Forms

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative (engineer or other party)

PAYMENT BOND

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJC DC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone Surety

Agency or Broker:

Owner's Representative (engineer or other party):

APPLICATION FOR PAYMENT

NO. _____

PROJECT NAME: DEMOLITION OF 500 PERRY BUILDING

BID NUMBER: 26-007 DATE: _____

Application is made for payment, as hereinafter shown, in connection with this Contract:

Original Contract Price	\$	
Net Change Orders	\$	
Current Contract Price	\$	
Total Work to Date (see attached schedule)	\$	
Amount Due to Date (total work to date less Retainage)	\$	
Previous Payment (s)	\$	
Amount Due this Application (amount to date less previous payment)	\$	

The undersigned contractor hereby swears under penalty of perjury that; (1) all previous progress payments received from the City on account of work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior applications for payment under said contract, being applications for payment number 1 through , inclusive; and (2) title to all work, materials and equipment covered by this application for payment, whether incorporated in the project or not, will pass to the City upon receipt of such payment by the contractor, free and clear of all liens, claims, security interests or encumbrances.

DATED _____, 20__

Contractor

COUNTY OF PALM BEACH)
STATE OF FLORIDA) SS

BY: _____
Signature

Name and Title

Sworn and subscribed before me this _____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification, who being duly sworn, did depose and say that he is _____ of the contractor mentioned above, that he executed the above application for payment and statement on behalf of said contractor; and, that all of the statements contained therein are true, correct and complete.

Notary Seal

Signature of Notary

In accordance with above Contract, the undersigned recommends payment to the Contractor for the Amount Due as shown.

BY: _____
Signature

DATE _____, 20__.

Name and Title

STATE OF FLORIDA)
COUNTY OF _____) SS

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared _____, who, being by me first duly sworn, on oath depose(s) and say(s):

1. He/She is (They are) a **(Corporation, Partnership or Individual)** of _____, doing business as _____, hereinafter called "Contractor".
2. Contractor heretofore entered into a contract with _____ hereinafter called "City" to do work (furnish material, labor and services) for the construction of _____ located at _____ County, Florida.
3. Contractor has fully completed construction in accordance with the terms of the contract, and all lienors have been paid in full, except:

<u>NAME OF LIENOR</u>	<u>AMOUNT DUE AND UNPAID</u>
	\$
4. All workmen's compensation claims have been settled and no liability claims are pending, in connection with, arising out of or resulting from the Contract.
5. Receipt by the Contractor of the final payment, under the aforementioned Contract, shall constitute a full release and discharge by the Contractor to the City of any and all claims of the Contractor against the City arising out of, connected with or resulting from performance of the obligations of the Contractor pursuant to the Contract Documents.
6. The term "lienor" as used in this affidavit means any person having a lien or a prospective lien, under the Mechanics Lien Law of Florida, on the land and property of the City referred to in paragraph two of this affidavit.
7. This affidavit is given pursuant to the provisions of Section 713.06, Florida Statutes.

Signed and sealed in the presence of:

ATTEST

SEAL

CONTRACTOR

ATTEST

BY: _____
SEAL

Sworn and subscribed before me this _____ day of _____
_____, 20____, by _____, who is
personally known to me or has produced _____ as identification.

Signature of Notary

Notary Seal

Commission No. _____

CITY OF GREENACRES

FINAL RELEASE

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned, for and in consideration of the payment of the sum of \$_____dollars (\$_____), paid by the City of Greenacres, Florida, receipt of which is hereby acknowledged as total payment for the Contract described below, simultaneously with the execution of this Release of Lien, hereby releases and quit claims to the City of Greenacres, Florida, all liens, lien rights, claims or demand of any kind whatsoever, which the undersigned now has or might have against the property, building and other improvements on the premises commonly known and described as_____, Greenacres, Florida, on account of labor performed and/or material furnished for construction, or in otherwise improving said property situated as above described.

The undersigned waives all claims, disputes and other matters arising out of, or relating to, the Contract which have not been raised by way of written demand prior to this date and are not either in arbitration or court litigation, as the case may be, pursuant to the Contract Documents.

The undersigned further covenants that all subcontractors, suppliers and materialmen and any or all other persons supplying service or labor have been paid in full for all work under this Contract.

The undersigned agrees to maintain in full force and effect the provisions of the Contract respecting the guaranty against defective work for the term provided in the Contract Documents, which term shall begin to run from the date specified in the Contract Documents.

I HEREBY ACKNOWLEDGE that the statements contained in the foregoing Release are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of _____, 20____.

Attest

Attest

BY:

Title

STATE OF: _____

COUNTY OF: _____

Sworn and subscribed before me this_____day of_____, 20____, by _____, who is personally known to me or has produced_____as identification.

Signature of Notary

Commission No. _____

Notary Seal