



**CITY OF OAKLAND PARK**

**INVITATION TO BID**

**ITB# 052419**

Treatment Plant Demolition

CITY OF OAKLAND PARK  
FINANCIAL SERVICES/PURCHASING DIVISION  
3650 NE 12 AVE  
OAKLAND PARK, FL. 33334  
PHONE: 954-630-4257  
FAX: 954-630-4265  
E-MAIL: [maggiet@oaklandparkfl.gov](mailto:maggiet@oaklandparkfl.gov)

**SECTION I**  
**INSTRUCTIONS TO BIDDERS**

1. **GENERAL:** For information concerning procedures for responding to this Invitation to Bid (ITB), refer to the title page of the document for contact information, such contact is to be for procedure clarification purposes only. Bid documents are available for download via DemandStar.com. **Vendors who obtain specifications and plans from sources other than the City or DemandStar.com are cautioned that the bid package may be incomplete. All addendums, tabulations, and awards will be posted and disseminated by DemandStar.**
2. **PRICE:** The price is to include the furnishing of all materials, equipment, tools, utilities, acquisition of all permits, approvals, authorizations, certificates, including applicable taxes, all items or matter for which the bidder is responsible for herein and all facilities and the performance of all labor and services, necessary or proper for the completion of the work, except as may be otherwise expressly provided in the contract documents.
3. **INSURANCE REQUIREMENTS:** The bidder will be required to furnish evidence of insurance coverage by a licensed Florida Company that has at least a “BEST” rating of “A”. ( **See Supplemental General Conditions Section for specific insurance requirements**)  
  
Notice of cancellation and/or restriction Policy(s) must be endorsed to give the City thirty–days (30) notice of cancellation and/or restriction.
4. **PROOF OF CARRIAGE OF INSURANCE:** The bidder will furnish to the Contract Administrator Certificates of Insurance or endorsements evidencing the insurance coverage specified above within seven (7) days after notification of an award. The required Certificates of Insurance or endorsements will not only name the types of policies continued, but will also refer specifically to this contract and will state that such insurance is as required by this contract.
5. **BIDDER’S EXPERIENCE RECORD:** The City will have the right to investigate the financial condition, experience record, and equipment of each bidder and determine to its satisfaction the competency of each to undertake the project. The bidder will submit documentation concerned with the past performance and integrity of a contractor/developer. Accordingly, bidder should provide information as to any of the following: (a) bankruptcy, (b) mortgage foreclosures; (c) previous or pending litigation and (d) restrictions, restraints or impositions imposed by federal or state regulatory agencies such as Federal Housing Administration, Securities and Exchange Commission, etc., that apply to the contractor/developer.
6. **ANNUAL APPROPRIATION OF FUNDS:** Any Contract issued is conditional upon the City appropriating funding to implement the contract annually.
7. **VENUE:** Any agreement resulting from this RFP shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

8. POSTPONEMENT OF DATE FOR SUBMITTING BIDS: The City reserves the right to extend the date for the receipt of bids and will give ample notice of any such postponement to each prospective bidder.
9. RIGHT TO WAIVE AND REJECT: The City Commission, in its absolute discretion, may reject any bid of a bidder that has failed, in the opinion of the Commission, to complete or perform a City of Oakland Park contracted project in a timely fashion or has failed in any other way, in the opinion of the Commission, to perform a prior contract in a satisfactory manner, and has directed the City of Oakland Park Purchasing Manager to emphasize this condition to potential proposers.

The City of Oakland Park City Commission reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable State contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the City.

The City Commission specifically reserves the right to reject any conditional bid and will normally reject those which made it impossible to determine the true cost of the bid.

02. DISQUALIFICATION OF BIDDERS: Any of the following reasons may be considered as sufficient for the disqualification of a bidder and the rejection of its bid:

- A. More than one bid for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the bidder has a financial interest in the firm of another bidder for the same work.
- C. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the City until such participant shall have been reinstated as a qualified bidder.
- D. Uncompleted work which in the judgment of the City might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of bids.
- F. Default under previous contract.

11. NONDISCRIMINATION EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 162), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

12. DOMESTIC PARTNER BENEFITS REQUIREMENT: Effective November 7, 2012, Ordinance 2012-28, an ordinance requiring City contractors to provide equal benefits for domestic partners, was passed. The ordinance requires that all Contractors, with 25 or more employees contracting with the City of Oakland Park in an amount over \$100,000 provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses and the children of spouses, with certain exceptions as provided by the ordinance.
13. PUBLIC RECORDS: The City of Oakland Park 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 that ordinarily and necessarily would be required by the City in order to perform the service;
  - B. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Fla. Stat., or as otherwise provided by law;
  - C. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law; and
  - D. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

**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**

**Renee M. Shrout, CMC  
City Clerk  
City of Oakland Park  
3650 NE 12th Avenue  
Oakland Park, FL 33334  
954-630-4298**

**[renees@oaklandparkfl.gov](mailto:renees@oaklandparkfl.gov)**

14. **INDEMNIFICATION:** The Proposer will indemnify and save harmless the City and Broward County, its officers, agents and employees, from or because of any injuries or damages received or sustained by any person or persons during or because of any operations connected with the design, planning, investigation or construction of this project; or, by or in consequence of any intentional act, negligence (excluding negligence of City), concerning the same; or by use of any improper materials, design, work, construction or by or due to any act or omission of the said Proposer or its subcontractor, agents, servants or employees. The Proposer agrees to indemnify and save harmless the City from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the City due to any claims, fees, royalties or costs for any invention, copyright, or patent, and from any and all suits and actions that may be brought against the City for the infringement of any and all patents and rights claimed by any person, firm or corporation.

The indemnification provided above will obligate the Proposer to defend, at its own expense, or to provide for such defense, at the City's option, any and all claims of liability and all suits and actions of every name and description that may be brought against the City that may result from the operations and activities under this contract whether the activities are performed by the Proposer, contractors, subcontractors or by anyone directly or indirectly employed by any of them.

15. **TAXES:** The Contractor will pay all applicable sales, consumer use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State statutes involving the sales tax and complying with all requirements.
16. **DEFINITION:** All references to Proposer will include the Contractor and all references to the Contractor will include Proposer.
17. **TERMINATION FOR CAUSE:** Any misrepresentation by the Proposer of its ability to perform the work described in this RFP places the Proposer in default and shall be just cause for termination of the contract. In such case, the City may award the contract to the next lowest responsible Proposer who can demonstrate the ability to perform the work, for the remainder of the contract period, or may rebid as the City may decide. In the event of such default and

termination, any completed services performed by the Proposer under the agreement shall, at the option of the City become the City's property and the Proposer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Proposer, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of agreement by the Proposer, and the City may withhold any payments to the Proposer for the purposes of set-off until such time as the amount of damage due to the City from the Proposer can be determined.

18. **TERMINATION FOR CONVENIENCE:** The City may terminate the contract, in whole or in part at any time for any reason by giving 30 days prior written notice, when it is in the best interest of the City. If the contract is terminated by the City, as provided herein, the Proposer will be paid for the work completed as of the date of termination. Upon receipt of the notice of termination issued under this section, the Proposer shall discontinue all work, cease any deliveries, shipment or carriage of goods, and make available to the Project Manager any and all reports, data, specifications, photos, estimates, summaries, and information as are required by the contract.
19. **LOCAL PREFERENCE:** Effective February 7, 2018, Ordinance 2018- 001 established a local business preference in City Contracting in certain instances. Local business is defined as one that has a valid occupational license issued by City of Oakland Park or business tax receipt issued at least one year prior to bid or proposal opening to do business and that authorizes the business to provide the goods or services or construction to be purchased and a physical business address located within the City limits of Oakland Park, in an area zoned for the conduct of such business from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to Oakland Park. Post office boxes are excluded for the purpose of defining a physical address and businesses with outstanding liens, fines, or other violations with the City are ineligible.

Vendors intending their bid or proposal submission be considered under the provisions of local preference, should it apply, must identify themselves, in writing, as a local business in any response to competitive solicitations submitted to the City.

20. **SCRUTINIZED COMPANIES LIST FLORIDA STATUTE 287.135:** Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is

discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

21. ITB PROCESS TIMELINE: The anticipated timeline for this ITB is as follows. All dates are tentative and subject to change.

ITB Released	04/22/19
Prebid Meeting (mandatory)	05/07/19 at 9:00AM
Last date for submission of questions	05/09/19 4:00 pm
Addendum issued (if necessary)	05/13/2019
Bids due	05/24/19 (2:30 PM)

24. BID SUBMISSION DEADLINE AND OPENING Sealed bids will be received by the City Clerk's Office, City of Oakland Park, 3650 NE 12 Ave., Oakland Park, Florida until 2:30 PM, EDT, May 24, 2019. The bids will be opened and read aloud shortly thereafter. One (1) electronic readable DVD or USB copy, one (1) original and two (2) copies of bids must be presented in a sealed envelope and identified with the following information: **"Treatment Plant Demo ITB # 052419.** The City of Oakland Park reserves the right to reject any or all bids, to waive any informalities or irregularities in any bids received, to re-advertise for bids, to award only portions of the project, to award to multiple contractors, or take any similar actions that may be deemed to be in the best interests of the City.

Sealed bids, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. In the event the City Commission elects to reject all bids and indicates its intent to reissue the solicitation of bids, the submitted proposals remain exempted from s. 119.07(1) and s. 24(a) Art. I of the State Constitution until the City gives notice of its intent to award the contract under the reissued solicitation. If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. City's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the City, and to defend, indemnify, by Counsel chosen by the City Attorney, the City and City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

23. PRE-BID MEETING: A mandatory pre-bid meeting and site tour will be held on May 7, 2019 at 9:00 AM., at City Hall, Commission Chambers, 3650 NE 12 Ave. Oakland Park, FL 33334.  
Attendance at the pre-bid meeting is mandatory

## SUPPLEMENTARY GENERAL CONDITIONS

### 1.01 GENERAL

#### INSURANCE REQUIREMENTS

Specific insurance coverage and minimum limits of liability, required under this paragraph shall be as follows:

1. Workers' Compensation:
  - a. State: Statutory
  - b. Applicable Federal (Longshoremen's): Statutory
  - c. Employer's Liability: \$100,000
2. Public Liability and Property Damage Insurance
  - a. Comprehensive General Liability:
    - 1) Coverage:
      - (a) Contractual Liability
      - (b) Explosion, Collapse and Underground (XCU where applicable)
      - (c) Property Damage hazards
      - (d) Products/Completed Operations
      - (e) OWNER's and CONTRACTORS' Protective Liability
      - (f) Personal Injury Liability.
  - b. Limits of Liability:
    - 1) Split Limits:
      - (a) Bodily Injury, per person, per occurrence \$3,000,000
      - (b) Property Damage, per accident and aggregate \$3,000,000
      - (c) Personal Injury, per occurrence \$3,000,000
      - (d) Aggregate \$3,000,000
- OR
- 2) Combined Single Limit:
    - (a) Bodily Injury and Property Damage, per occurrence and aggregate \$3,000,000
    - (b) Personal Injury, per occurrence \$3,000,000
    - (c) Aggregate \$3,000,000
  - c. Comprehensive Automobile Liability: Limits of liability shall be the same as for Comprehensive General Liability above.
3. **Excess Liability:** Excess liability shall apply to Employer's Liability, Comprehensive General Liability and Comprehensive Automobile Liability and shall be not less than \$1,000,000 for Combined Single Limit Bodily Injury and Property Damage, aggregate
4. Certificate of Insurance: The CONTRACTOR shall furnish a Certificate of



Insurance similar to the industry standard form (Acord or equal) showing actual coverage and limits of liability, verifying that the OWNER has been included and named as additional insureds and that the policies will not be cancelled or changed until thirty days after written notice of such cancellation or change has been delivered to the OWNER.

B. Permits/Licenses to be obtained and fees paid by Contractor. They are:

- City of Oakland Park – Demolition Permit
- City of Oakland Park - General Construction Permit
- SFWMD/BCEPGMD – Dewatering Permit, if necessary
- NPDES – Pollution Prevention Permit

#### WORK

- C. This project is located within the corporate limits of the City of Oakland Park, in Broward County, Florida. The project encompasses approximately 5.09 acres and is generally located on 12th terrace north of commercial boulevard at 5100 NE 12th Terrace in the City of Oakland Park.
- D. This project includes the demolition of an abandoned wastewater treatment plant, their offices, abandoned treatment basins, clarifier area and site work.
- E. The demolition of the 2 story portion is approximately 3,520 S.F. (per floor) the aeration tanks are approximately 10,300 S.F. and two circular clarifiers approximately 3,020 S.F. each with a 900 S.F. connector building. All square footages are estimates and each contractor shall verify their own square footages prior to bid.
- F. All foundations and underground utilities are to be removed as noted on the plans. All trees and stumps are to be removed within the area of work noted. The land shall be leveled and seeded after the demolition is complete.
- G. All other work as represented in the design and construction plans.
- H. Completion time for the project will be 120 calendar days after the start date established by the City in the Notice to Proceed. Should the CONTRACTOR fail to complete the work within the specified time, liquidated damages will be deducted from the compensation due the CONTRACTOR in accordance with the applicable provisions of the Agreement.

#### 1.02 GOVERNING LAWS AND REGULATIONS

- A. Bidders shall be familiar with and be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.
- B. Bid prices shall include all sales, consumer, use and other taxes required to be paid in accordance with the law of the place of the project.

#### 1.03 QUALIFICATIONS OF BIDDERS

- A. Bidders must have general contractors license, licensed in the State of Florida and each Bid must contain evidence of the Bidder's qualifications to do business in Broward County.
- B. Each Bidder shall complete the applicable Forms included in the Proposal and shall submit with its Bid written evidence as to his financial status, previous successful contractual and

technical experience in similar work including references, description and volume of present commitments, evidence of possession of, valid state, county and local licenses and Certificates of Competency covering all operations and all areas of political jurisdiction involved in the work of this project and such other data as may be requested by the City.

- C. Only one Proposal from an individual firm, partnership or corporation under the same or under different names will be considered. If it is believed that a Bidder is interested in more than one Proposal for the work involved, all Proposals in which such a Bidder is interested will be rejected.
- D. If it is believed that collusion exists among any Bidders, the Proposals of all participants in such collusion will be rejected, and no participants in such collusion will be considered in future Proposals for the same work.

#### 1.04 PERSONAL INVESTIGATION OF BIDDING DOCUMENTS & SITE CONDITIONS

- A. Bidders shall inform themselves fully of the requirements and conditions relating to the construction of the project. Failure to do so shall not relieve a successful bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible the Contractor, in carrying out the work, shall consider that work by other contractors may be in progress at or near the site and shall employ methods or means as shall not cause any interruption of or interference with the work of any other contractors. Information derived from the Contract Documents or ignorance on the part of the Contractor shall not relieve the Contractor from any risk or from fulfilling all terms of the Contract.
- B. Bidders shall carefully examine the Contract Documents, and become thoroughly informed regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the Work to be performed under the Contract. Should a Bidder find discrepancies, ambiguities or omissions in the Contract Documents, or be in doubt as to their meaning, such Bidder shall at once notify the City in writing.
- C. Bidders, by and through the submission of a Bid, shall be held responsible for having examined the site, the location of all proposed work and for having determined through personal knowledge and experience or professional advice the character of the site, surface and subsurface conditions, elevations, locations of buried utilities and structures, and any other conditions and obstructions affecting the work, the nature of any existing construction and other physical characteristics of the job, in order that the bid prices may include all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions that may be encountered in doing the proposed work.
- D. Reports and records of contours, obstructions and subsurface investigations shown on the Drawings or included herein, were made solely for design purposes for the work. This information is furnished to Bidders as information only and the City does not warrant, guarantee or represent that said data is accurate or complete with respect to actual subsurface conditions throughout the site. Therefore, each Bidder, by and through the submission of a Bid, affirms that he has satisfied himself with respect to such site conditions, and, should he be awarded the Contract, he agrees that he will make no claims against the City if, in carrying out the work, he finds that the actual conditions do not conform to those indicated. The City will, upon request, provide each Bidder with

reasonable access to the site to conduct such tests and investigations as each Bidder deems necessary for submission of his Bid. If a Bidder obtains such access he shall restore the site to the condition existing prior to conducting said tests and investigations.

#### 1.05 INTERPRETATIONS, INCONSISTENCIES AND ADDENDA

- A. No interpretation of the meaning of the Contract Documents shall be made orally to any bidder. Prospective bidders shall request such interpretation in writing from the City. To be considered, such a request shall be submitted, in writing, to [maggiet@oaklandparkfl.gov](mailto:maggiet@oaklandparkfl.gov) and received prior to the question / additional information request deadline as listed in the timeline section of this document. Should a bidder fail to seek clarification relative to any inconsistencies the bidder shall be bound by the Specifications. All interpretations and clarifications shall be issued in the form of written Addenda, which shall be posted to [demandsatr.com](http://demandsatr.com), prior to the date fixed for the opening of bids. Failure of any bidder to receive any Addendum shall not relieve that bidder from any obligation under its bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

#### 1.06 INTERPRETATION OF QUANTITIES

- A. The quantities of work to be performed and materials to be furnished under unit price items, as entered in the Bid Form, shall be considered as approximate only and will be used solely for the comparison of Bids received. Bidders, in order to submit a valid bid, must bid the quantities as shown. The City does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location or other conditions pertaining to the work. Payment to the Contractor under unit price items will be made only for the actual measured quantities of work performed and materials furnished in accordance with the Contract Documents, and it is understood that the quantities may be increased or decreased at the City's option, as provided in the General Conditions, without in any way invalidating any of the unit or lump sum prices bid.
- B. The Bidder acknowledges that any changes in this contract price for the work must be pre-approved in writing by the City and that any changes in contract price over \$5,000 may be required to go to the City Commission for approval at a City Commission meeting and that the item must be submitted four weeks in advance to appear on the Commission agenda. The bidder acknowledges that any of his costs due to time for approval are to be incorporated into the change order amount.

#### 1.07 PREPARATION OF BIDS

- A. Each bidder shall submit one (1) original, Two (2) copies, and one (1) digital copy (readable CD or USB) of the Proposal, being the prescribed bid form and accompanying statements as included herein, all properly completed and bound herewith. The forms shall be submitted in good order and with all the blanks filled in. All blanks shall be filled in, in ink or typewriter, prices shall be written and also stated in figures, and bids shall fully cover all items for which prices are herein asked and no other. The forms shall be enclosed in a sealed envelope plainly marked on the outside with the Project Name and Bid #. B
- B. The Bid Price shall include the selling and delivering of all materials, equipment, tools, including applicable taxes, and all other facilities, and the performance of all labor and services necessary or proper for the completion of the work except as may be otherwise expressly provided in the Contract Documents. The CONTRACTOR shall be responsible

for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

- C. Bidders shall completely fill out the Questionnaire and affidavit(s) herein contained. Bidders are required to state the names and places of residence of all persons interested herein, and if no other person is interested, the bidder shall distinctly state such fact and shall state that the Proposal is in all respects fair and without collusion of fraud. Where more than one person is interested, it is required that all persons so interested or their legal representative make all verification and subscribe to the Proposal.
- D. The Proposal shall include the legal name and address and shall be signed by the Bidder duly authorized to do so in the space provided for the signature, whether the Bidder is a sole proprietor, partnership, corporation, or some other legal entity. If an individual, the words "doing business as \_\_\_\_\_", or "Sole Owner" must appear beneath such signature; if a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be added; if a corporation, the title of the officer acting in behalf of the corporation must be stated and evidence of his authority to sign the Proposal must be submitted. The Bidder shall state in the Proposal the name and address of each person interested therein. No Proposal shall be accepted, for any reasons whatsoever, which is not submitted in accordance with this information and the Invitation to Bid, prior to the specified time for receiving Proposals.

#### 1.08 BID SECURITY

- A. Each Proposal must be accompanied by a bid security in the form of a Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, Bank Draft of any national or State Bank or a letter of credit drawn on a bank with offices in Broward County in an amount not less than 5% of the amount of the bid, payable to the City of Oakland Park and conditioned upon the successful bidder entering into Contract with surety as specified. The bid security of all bidders, excepting the three lowest responsible bidders, will be returned within 15 days after the formal opening of bids. The bid security of the three lowest responsible bidders will be returned promptly after the City and the accepted bidder have executed the written Contract and the accepted bidder has filed acceptable Performance and Payment Bonds. If 60 days have passed after the date of the receipt of the bids and no Contract has been awarded, the bid security of any bidder will be returned on demand, provided that the bidder has not been notified of the acceptance of his bid.
- B. Attorneys-in-Fact who sign Bid Bonds shall file with such bonds a certified copy of their Power of Attorney to sign said Bonds.
- C. Failure of the accepted bidder to execute a Contract and file acceptable bonds as provided herein, within ten days after a written Notice of Award has been given, shall be just cause for the annulment of the award and the forfeiture of the bid security to the City, which forfeiture shall be considered not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder or all bids may be rejected.

#### 1.09 WITHDRAWAL OR MODIFICATION OF BID

- A. Any bidder may, without prejudice to themselves, withdraw or modify its bid at any time prior to the bid due date and time. A request for withdrawal or a modification shall be in writing and signed by a person duly authorized to do so, and, in case signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate shall

accompany the request for withdrawal or modification. For 90 days after the bid due date, no Proposal shall be withdrawn, modified, or explained. A bid may be withdrawn 90 days after the due date, provided that the bidder has not been notified that his bid has been accepted.

- B. Any bidder may modify its bid by written communication at any time prior to the bid due date, provided such communication is received prior to the closing time, and provided further, the City is satisfied that a written confirmation of the modification over the signature of the bidder was mailed prior to the closing time. The communication should not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the modification.

#### 1.10 DETERMINATION OF SUCCESSFUL BIDDER

- A. It is the intent of the City to award a Contract to the most responsible and responsive bidder whose bid is in conformance with the Bidding Documents, does not exceed the funds budgeted and is in the best interest of the City. For the purpose of award, the correct summation of the lump sum prices and/or of the products of the estimated quantities shown in the Proposal and the unit prices will be considered the Bid. Until the final award of the Contract, the City does not bind itself to accept the minimum or any bid stated herein but reserves the right to reject any and all bids or portions of the bids, and to waive technical errors and irregularities as may be deemed in the best interests of the City. Bids that contain modifications are incomplete, unbalanced, conditional, and obscure or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the Instructions to Bidders, and the Contract Documents, may be rejected at the option of the City. City further reserves the right, prior to award of Contract, to delete from the scope of the project any item or any combination of items the aggregate bid prices for which do not exceed 25% of the total bid price for the project.
- B. Completed proposals will be evaluated for responsiveness and most responsible. Final selection will be based on the contractors' experience with previous project construction including such items as: timely completion, bond defaults, scope and cost, arbitration/litigation, etc. For this specific project, the contractor's proposed means and method of construction, detailed scheduling, portion of work to be sublet, location of construction firm, etc.

#### 1.11 AWARD OF CONTRACT

- A. If bids are found to be acceptable by the City, written notice of award will be given to the selected bidder who shall then receive five counterparts of the prescribed Contract or Agreement for execution. The bidder shall return the fully executed Contracts to the City within ten days thereafter, accompanied by the required Performance and Payment Bond and Certificates of Insurance. If the bidder to whom the first award is made fails to enter into a Contract as herein provided, the award may be annulled, and a Contract let to the next higher bidder who is reliable and responsible in the opinion of the City. Such bidder shall fulfill every stipulation embraced herein as if the Contractor were the original party to whom award was made.
- B. A corporation to which a Contract is awarded will be required to furnish a certificate as to

its corporate existence and evidence that the officer signing the Contract is authorized to do so on the behalf of the corporation.

- C. Bidder must provide information from a minimum of two (2) previously completed projects of similar scope, including but not limited to building demolition. Information should, at a minimum, include a narrative of the project, location, Owner name and phone number, approximate contract amount, and a list of all permitting agencies involved along with name and phone number of the staff involved with the project from said agencies.

#### 1.12 PERFORMANCE AND PAYMENT BOND

- A. The Performance and Payment Bond accompanying the executed Contract shall be on the prescribed form, shall be in an amount equal to one hundred percent (100%) of the total Contract amount, and shall be presented as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection therewith. The Performance and Payment Bond shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with a resident agent in the county in which the project is located. Surety companies shall meet the qualification requirements as described in the General Conditions. The Contractor, at City's request, shall adjust the bond as prices and quantities may change due to adjustments to the Plans.
- B. The Performance and Payment Bond shall continue in effect for one year after completion and acceptance of the work with liability equal to 15% of Contract price, or an additional bond shall be conditioned that the Contractor will, upon notification by the City, correct any defective or faulty work or materials which appear within one year after completion of the Contract.

#### 1.13 POWER OF ATTORNEY

- A. An Attorney-in-Fact who signs the Bid Bond or Performance and Payment Bond for a surety company shall file with each bond a certified and effectively dated copy of his power-of-attorney authorizing him to do so.

#### 1.14 QUALIFICATION OF SURETY

- A. The Bid Bond and Performance and Payment Bond shall be executed by a surety company of recognized standing authorized to do business in the State of Florida. The Surety Company shall hold current certificate of authority as acceptance surety on Federal Bonds, in accordance with U.S. Department of the Treasury Circular 570, Current Revision, or meet the criteria established as to acceptable surety companies by the Board of Commissioners of State Institutions, March 18, 1958.

#### 1.15 INSURANCE

- A. Simultaneously with delivery of the executed Contract, the bidder to whom a Contract has been awarded shall deliver to the City the required Certificates of Insurance and endorsements on the prescribed forms certifying insurance coverage in amounts not less than the limits of liability and coverages, and naming the insureds and additional insureds as provided in the General and Supplementary Conditions, or as required by law, whichever is greater. The Certificates of Insurance shall be industry standard forms, equal to Accord forms, endorsed as required in the Contract Documents.

1.16 SUBCONTRACTS

- A. Unless otherwise specified in the Contract Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the City in writing, with copy to the City Project Manager, for acceptance by the City, a list of names of the subcontractors proposed for the principal portions of the work. The City shall promptly notify the Contractor in writing if the City, after due investigation, has reasonable objection to any subcontractor on such list and does not accept them. After acceptance, no subcontractor shall be changed without the written approval of the City.

1.17 CONTRACT TIME AND CONSTRUCTION SCHEDULE

- A. Contract Time, from commencement through completion of work shall be as specified in the Contract. Following execution of the Contract, it is agreed that the Contractor shall commence work on or before the start date specified in a written Notice to Proceed issued by the City, and complete the project within the number of consecutive calendar days thereafter as specified in the Contract. Should the Contractor fail to complete the work within the specified time, or any authorized extension thereof, liquidated damages, as specified in the Contract, shall be deducted from any compensation otherwise due to the Contractor. It is also agreed that in the event of such delay, all costs and inspection on behalf of the City, shall be charged to the Contractor, and deducted from any payment otherwise due and payable to the Contractor.

1.18 SWORN STATEMENT - PUBLIC ENTITY CRIMES

- A. Each bidder shall submit with its bid, a fully executed, sworn statement on Public Entity Crimes as required under Section 287.133(3)(a) of the Florida Statutes.

1.19 DRUG-FREE WORKPLACE FORM

- A. Each bidder shall submit with its bid, a fully executed, Drug-Free Workplace Form as required under Section 287.087 of the Florida Statutes.

1.20 TRENCH SAFETY ACT COMPLIANCE

- A. Bidders shall include with its bid the documentation mandated by the Florida Trench Safety Act, including the anticipated means and methods to be used for compliance with the OSHA safety standards for trenches in excess of 5-feet deep and the cost of such compliance that is included in the Total Bid Price. The appropriate Trench Safety Act Compliance form is included in the Proposal and shall be completed and submitted with the Bid.

1.21 APPRENTICE AND TRAINEE EMPLOYMENT REQUIREMENTS

- A. Bidders must familiarize themselves with information from the Florida Department of Commerce Regulations, Chapter 38(c)-19 of the Florida Administrative Code, regarding requirements for ratios of apprentices or trainees to journeymen relative to contracts in excess of \$25,000.

1.22 LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY

- A. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons,

including subcontractors, assigned by the Contractor to perform work pursuant to the Contract.

1.23 SCRUTINIZED COMPANIES LIST

- A. In accordance with Florida Statute 287.135, as amended, principals or owners listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria, are prohibited from submitting a bid, proposal or response to a solicitation for goods or services.
- B. By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

**END OF SECTION**



## **SCOPE OF WORK/ SPECIFICATIONS**

### **BUILDING DEMOLITION**

This project includes the demolition of an abandoned wastewater treatment plant, their office abandoned treatment basins, clarifier area and site work at 5100 NE 12 Terr., Oakland Park FL 33334. The demolition of the 2 story portion is approximately 3,520 s.f. (per floor) the aeration tanks are approximately 10,300 s.f. and two circular clarifiers approximately 3,020 s.f. each with a 900 s.f. connector building. All square footages are estimates and each contractor shall verify their own square footages prior to bid.

#### **GENERAL**

##### **1.1 SUMMARY**

- A. This Section includes the following:
  - 1. Demolition and removal of buildings and site improvements.
  - 2. Removing below-grade construction.
  - 3. Disconnecting, capping or sealing and removing site utilities.
  - 4. Grading and seeding of disturbed area.

##### **1.2 DEFINITIONS**

- A. Demolish: Completely remove and legally dispose of off-site.

##### **1.3 MATERIALS OWNERSHIP**

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

##### **1.4 SUBMITTALS**

- A. Prior to demolition, provide a copy of the EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) notification form as submitted to Broward County.
- B. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

##### **1.5 QUALITY ASSURANCE**

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

- B. Contractor is responsible for compliance with the EPA's NESHAP Notification requirements for demolition activity.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.

## 1.6 PROJECT CONDITIONS

- A. Buildings to be demolished are vacated and their discontinued. Coordinate with Owner to assure that all Owner Vehicles have been removed from the area and/or buildings to be demolished prior to start of work.
- B. Owner assumes no responsibility for buildings and structures to be demolished.
  - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Hazardous Materials: It is assumed that some hazardous materials may be encountered in the Work. Potential materials, but not limited to, are identified below.
  - 1. All Hazardous Materials, if encountered, shall be handled and disposed of in accordance with Federal, State and Local regulations. Transfer of all hazardous materials shall be to a facility that is licensed by the United States Environmental Protection Agency (USEPA). Copies of all Waste Manifests shall be provided to the Owner for his record keeping.
  - 2. An Asbestos Inspection and Survey has been performed on the portions of the buildings to be demolished, in accordance with the NESHAP (National Emission Standards for Hazardous Air Pollutants) regulations.
  - 3. The existing fluorescent lamps (mercury containing waste) within the Buildings will be removed and disposed of in accordance with all regulations. Lamps shall be disposed of in accordance with all current regulations.
  - 4. The existing fluorescent fixtures ballasts (PCB) within the Building will be removed and disposed of. The ballasts shall be disposed of in accordance with all current regulations.
  - 5. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Owner.
- D. On-site storage or sale of removed items or materials on-site is not permitted, unless approved by the Owner.
- E. Existing utilities: refer to drawings to identify the extent of utilities that are to be capped. In general, all lines within a 5-foot perimeter outside of the building footprint. Refer to the drawings, as there are exceptions to this

## PART 2 - EXECUTION

### 2.1 EXAMINATION

- A. Verify that remaining utilities have been disconnected and capped before starting demolition operations.

- B. Review Project Record Documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

## 2.2 PREPARATION

- A. Refrigerant: Remove and store refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.
- B. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished. All underground utility lines, pipes, etc. within a 5-foot perimeter outside of all buildings pads shall be removed and capped.
  - 1. Owner will arrange to shut off indicated utilities when requested by Contractor in writing and within 48 hours.
  - 2. Confirm that all electrical services have been properly disconnected.
  - 3. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
  - 4. Cut off pipe or conduit a minimum of 24 inches (610 mm) below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
- C. Existing Utilities: Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.

## 2.3 PROTECTION

- A. Wet Demolition: Contractor shall utilize wet demolition activities during all demolition activities.
- B. Existing Utilities: Utility services outside of the scope of Demolition Area are to remain and protect from damage during work.
  - 1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
  - 2. Coordinate with Public Works Department to confirm configuration of water service to the buildings that will remain in operation and are outside the scope of this work.
- C. Temporary Protection: Maintain existing fencing on site during operations of demolition for temporary protection.
  - 1. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 2. Provide protection to ensure safe passage of people around building demolition area.
- D. Remove temporary barriers and protections where hazards no longer exist or at Contractors option for remainder of construction. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

## 2.4 DEMOLITION, GENERAL

- A. General: Demolish indicated existing buildings and site improvements completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
  - 2. Maintain fire watch during and for at least 2 hours after flame cutting operations.
  - 3. Maintain adequate ventilation when using cutting torches.
  - 4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Engineering Surveys: During demolition, perform surveys to detect hazards that may result from building demolition activities.
- C. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
  - 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
  - 3. Water must be used to constantly wet the building surfaces during the demolition of all structures, in accordance with the NESHAP regulations.
- D. Explosives: Use of explosives is not permitted.

## 2.5 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition of structural framing members systematically, from higher to lower levels.
- B. Below-Grade Construction: Demolish foundation walls and other below-grade construction that is within the footprint of the existing Building. Abandon below-grade construction outside this area.
- C. Below-Grade Construction: Demolish foundation walls and other below-grade construction.
- D. Existing Utilities: Demolish and remove existing utilities and below-grade utility structures in their entirety.

## 2.6 SITE RESTORATION

- A. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials. Contractor shall use existing soil stockpile located at north end of site.
- B. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

## 2.7 SEEDING

- A. Upon completion of the site grading. Contractor shall wet and install bahia-grass seeding to minimize future erosion.
- B. Seed: Install Bahia-grass seed at the rate of 5 lbs. per 1,000 square feet.

## 2.8 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and legally dispose of them to an approved landfill acceptable to authorities having jurisdiction.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Do not burn demolished materials.

## 2.9 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

END OF SECTION

## **GENERAL CONDITIONS**

### **3.02 Underground Facilities**

- A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to CITY by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. CITY will not be responsible for the accuracy or completeness of any such information or data; and,
  2. The cost of all of the following shall be included in the Contract Price and the CONTRACTOR shall have full responsibility for:
    - a. reviewing and checking all such information and data,
    - b. locating all Underground Facilities shown or indicated in the Documents,
    - c. coordination of the Work with the owners of such Underground Facilities, including CITY, during construction, and
    - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- B. Not Shown or Indicated:
1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency), identify the owner of such Underground Facility and give written notice thereof to that owner and to CITY will promptly review the Underground Facility to determine the extent, if any, to which the Contract Documents should be modified. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.
  2. If CITY concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment will be made in the Contract Price or Contract Time(s), or both, to the extent they are attributable to the existence or location of any Underground Facility that was not shown or indicated, or not shown or indicated with reasonable accuracy, in the Contract Documents and that the CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If CITY and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in the Contract Price or Contract Time(s), CITY or CONTRACTOR may make a Claim.

### **3.03 Hazardous Environmental Conditions at Site**

A. Reports and Drawings: Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the CITY in the preparation of the Contract Documents.

B. Limited Reliance on Technical Data Authorized: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against CITY, or any Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or
3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for any Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom Contractor is responsible, creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency), and (iii) notify CITY (and promptly confirm such notice in writing). CITY shall promptly consult with CONTRACTOR concerning the necessity for CITY to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any.

E. CONTRACTOR will not be required to resume Work in connection with such hazardous condition or in any such affected area until after CITY has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If CITY and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or

such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim

- F. To the fullest extent permitted by Laws and Regulations, CITY will indemnify and hold harmless CONTRACTOR, Subcontractors, Consultants and the officers, directors, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, all fees and charges of Architects, engineers, attorneys and other professionals and all court costs or costs of other dispute resolution procedures) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph shall obligate CITY to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- G. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless CITY, Consultants and the officers, directors, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, all fees and charges of , engineers, attorneys and other professionals and all court costs or costs of other dispute resolution procedures) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this subparagraph shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

#### **ARTICLE 4 - BONDS AND INSURANCE**

##### **4.01 Performance, Payment and Other Bonds**

- A. Unless otherwise required by the Supplementary Conditions, CONTRACTOR shall furnish a combined Performance and Payment Bond in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. The Bond shall remain in effect for at least one year after the date when final payment becomes due, unless otherwise provided by Law, Regulation or the Contract Documents. CONTRACTOR shall furnish such other Bonds as are required by the Supplementary Conditions.
- B. All Bonds shall be in the forms prescribed by the Contract Documents except as provided otherwise by Laws and Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial management Service, Surety Bond Branch, U.S. Department of Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. Such agent shall be resident in the County where the Project is located or in such other Counties that are acceptable to CITY. Surety issuing the Bond shall be a company doing business in Florida preferably with an office in the tri-county (Miami Dade, Broward or Palm Beach County) area.



C. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements, CONTRACTOR shall within ten days thereafter substitute another Bond and Surety, both of which must be acceptable to CITY and in compliance with the applicable requirements of this document.

#### **4.02 Licensed Sureties and Insurers**

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required.

B. Surety and insurance companies furnishing bid, performance, payment and other types of bonds shall also meet the following requirements:

1. The surety shall be rated as "A" or better as to General Policyholders Rating and Class X or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, NY 10038.
2. The bonding limit of the surety shall not exceed 10% of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on any one risk (penalty or amount of any one bond).
3. The surety shall be subject to approval by the CITY and may be rejected without cause, in the same manner that bids may be rejected
4. Policy Holder Surplus shall be ten times the amount of any one bond.
5. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

#### **4.03 Certificates of Insurance**

A. CONTRACTOR shall deliver to CITY, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CITY or any other additional insured) which CONTRACTOR is required to purchase and maintain.

### **ARTICLE 5 - CONTRACTOR'S RESPONSIBILITIES**

#### **5.01 Permits**

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. CITY shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids, on the Effective Date of the Agreement.

#### **5.02 Laws and Regulations**

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, the CITY shall not be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

### **5.03 Taxes**

A. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

### **5.06 Use of Site and Other Areas**

#### **A. Limitation on Use of Site**

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

#### **B. Control and Removal of Waste Materials:**

1. During the progress of the Work, CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish and other debris. Removal and disposal of such waste materials, rubbish and other debris shall conform to applicable Laws and Regulations.
2. Contractor shall restore trench with first lift of asphalt at every block after installation of pipe and/or drainage structures.
3. Cleaning: Prior to Substantial Completion of the Work, CONTRACTOR shall clean the Site and make it ready for utilization by CITY. At the completion of the Work, CONTRACTOR shall remove from the Site all remaining waste materials, rubbish, and debris as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Site clean and ready for occupancy by CITY at Substantial Completion of Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

C. Loading or Stressing Completed Work: CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

### **5.07 Safety and Protection**

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

#### **5.08 Hazard Communication Programs**

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### **5.09 Shop Drawings and Samples**

A. CONTRACTOR shall submit Shop Drawings to CITY for review in accordance with the accepted schedule of Shop Drawings and Sample submittals. All submittals shall be identified as CITY may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show CITY the materials and equipment CONTRACTOR proposes to provide and to enable CITY to review the information.

#### **5.19 CONTRACTOR's General Warranty and Guarantee**

A. CONTRACTOR warrants and guarantees to CITY, that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers or any other individual or entity for whom CONTRACTOR is responsible: or
2. normal wear and tear under normal usage.

### **ARTICLE 6 - CHANGES IN THE WORK**

#### **6.01 CITY's Option to Change Scope**

A. Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Change Order, or a Work Change Directive. When it is determined that a Change Order is warranted, the CONTRACTOR shall, prepare the Change Order documents which shall include a price proposal and a proposal for adjustment of Contract Time, if any. The CITY shall review and either accept, reject or request modifications to the Change Order. The CITY may, if it is determined that such action is required, request a meeting to discuss the Change Order concerns. Once approved, CONTRACTOR shall promptly proceed with the Work

involved which shall be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If CITY and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in the bid document..

C. Unauthorized Changes: CONTRACTOR will not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented except in the case of an emergency.

## **6.02 Change Orders**

A. CITY and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by CITY, (ii) are required because of acceptance of defective Work under or CITY's correcting of defective Work, or (iii) are agreed to by the parties;
2. changes in the Contract Price or Contract Times which are agreed to by the parties; and
3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by CITY; provided that, in lieu of executing any such Change Order (or Written Amendment), an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule .

## **6.03 Notification of Surety**

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice shall be CONTRACTOR's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

# **ARTICLE 7 – COST OF THE WORK**

## **7.01 Lump Sum Total Contract Price**

A. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

B. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined , the costs to be reimbursed to

CONTRACTOR will only be those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim.

## **7.02 Cost of the Work**

A. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by CITY and CONTRACTOR. Such employees shall include without limitation superintendents, foremen and other personnel employed full-time at the Site.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith.
3. Payments made by CONTRACTOR to the Subcontractors for Work performed or furnished by Subcontractors. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
4. Costs of special consultants (including but not limited to Architects, engineers, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.
  - c. Rentals of all construction equipment and machinery and the parts thereof in accordance with rental agreements, and the costs of transportation, loading, unloading, assembly, dismantling and removal thereof, all in accordance with terms of said rental agreements.

### **7.03 Final Inspection**

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, City will make a final inspection and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or to remedy such deficiencies.

## **ARTICLE 8 – DISPUTE RESOLUTION**

### **8.01 Methods and Procedures**

- A. From the commencement of construction throughout the entire time construction is underway and until the City accepts the project as completed in the event there are any accidents, altercations or incidents with residents, business community members, and citizens, contractor shall notify City staff members via email and/or phone within one hour of the incident, accident, or altercation.
- B. For purposes of this contract, the phrase “altercations or incidents” shall mean the following: vehement quarrels between Contractor and resident(s) business community member(s), or citizen(s); verbal exchanges between Contractor and resident(s), business community member(s), or citizen(s) where threats of physical violence are made; intentional and malicious physical touching between Contractor and resident(s), business community member(s), or citizen(s) that may or may not result in injury; a physical act or gesture which creates a well-founded fear in the other person that violence is imminent.
- C. Contractor must notify Chris Lips (the City representative designated by the City) via email at Chrisl@Oaklandparkfl.gov within twenty-four hours of the altercation or incident. Contractor’s failure to so notify may result in a \$500.00 charge per altercation or incident. Contractor must include in any such notice the date of the altercation or incident, the time of the altercation or incident, the location of the altercation or incident, and the substantive facts immediately preceding, during, and immediately following the altercation or incident.

## **ARTICLE 9 – MISCELLANEOUS**

### **9.01 Giving Notice**

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### **9.02 Computation of Time**

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.
- B. A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

**9.03 Notice of Claim**

A. Should CITY or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

**9.04 Cumulative Remedies**

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR and all of the rights and remedies available to CITY thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

**9.05 Controlling Laws**

A. This Contract will be governed by the laws of the State of Florida.

END

## **PROPOSAL**

**PROJECT NAME: BUILDING DEMOLITION AT 5100 NE 12TH TERRACE**  
**CITY OF OAKLAND PARK**

The undersigned, as Bidder, a fully licensed Contractor (also called "CONTRACTOR") hereby, declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interest in the Proposal of the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, and/or subsurface investigations that he has made, has fully satisfy himself in regard to all conditions pertaining to such site and he assumes full responsibility therefor; that the he has examined the Drawings and Specifications for the work and from his own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he has examined the other Contract Documents relating thereto, including the Invitation to Bid, Instructions to Bidders, Proposal, Bid Security, Contract, Performance and Payment Bond, General and Special Conditions, Technical Specifications, Drawings and has read all Addenda prior to the opening of bids, and that he is fully satisfied relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and Agrees, if this Proposal is accepted, to Contract with the City of Oakland Park (City) in the form of Contract specified, to furnish all necessary materials, all equipment, all necessary machinery, tolls, apparatus, means of transportation, and labor necessary to complete the work specified in the Proposal and the Contract, and called for by the Drawings and Specifications and in the manner specified.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the Contract Form, and that the deductions for liquidated damages, also stated in the Contract Form, constitute fixed, agreed, and liquidated damages to reimburse the City for additional costs to the City resulting from the work not being completed within the time limits stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds and the required Certificates of Insurance, within ten consecutive calendar days after receipt of written notice from the City of the award of the Contract. The undersigned agrees that in case of failure on his part to execute the said Contract and the Performance and Payment Bond within the ten consecutive calendar days after the Award of the Contract, the Bid Security accompanying the bid and the money payable thereon shall be paid into the fund of the City of Oakland Park, as liquidation of damages sustained by the City; otherwise, the check accompanying the Proposal shall be returned to the undersigned after the Contract is signed and the Performance and Payments Bonds are filed.

The undersigned agrees to accept in full compensation for completion of the project in accordance with the Contract Documents, the total of the lump sum cost of the project.



The Bidder acknowledges that any changes in this contract price for the work must be pre-approved in writing by the City and that any changes in contract price over \$5,000 may be required to go to the City Commission for approval at a City Commission meeting and that the item must be submitted four weeks in advance to appear on the Commission agenda. The bidder acknowledges that any of his costs due to time for approval are to be incorporated into the change order amount.

(AFFIX SEAL)

---

(Print or Type Name)

---

(Company Name)

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(Company Address)

---

(Date)

## **BID FORM**

Acknowledgement is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No.\_\_\_\_ Dated:\_\_\_\_\_ Addendum No.\_\_\_\_ Dated:\_\_\_\_\_

Addendum No.\_\_\_\_ Dated:\_\_\_\_\_ Addendum No.\_\_\_\_ Dated:\_\_\_\_\_

### **Pricing**

CONTRACTOR agrees to furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, and other accessories and services necessary to complete said the work as specified in Scope of Work section of the bid document. Price is to include all labor, equipment, material, supplies. Permits and any other costs associated with this project

TOTAL LUMP SUM BID PRICE

\$ \_\_\_\_\_

Written total lump sum bid price \_\_\_\_\_

**Bid Bond**

Attached hereto is a Bid Bond, or cashier's check on the Bank of \_\_\_\_\_ for the sum of  
\_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), made  
  
payable to the City of Oakland Park, Florida.

(Signature) \_\_\_\_\_

(AFFIX SEAL)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

\_\_\_\_\_  
(Date)

## QUESTIONNAIRE

The following is taken from the Code of Ordinances, City of Oakland Park, Florida, Chapter 11, Article I, and shall be completely filled in by each bidder:

Sec. 11-3. Questionnaire sheet to be filled in by bidder.

The undersigned guarantees the truth and accuracy of all statements and answers herein contained:

1. How many years has your organization been in business as a general contractor?  

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2. List any public works contracts you have performed with any governmental agency having a value in excess of \$100,000 within the last 10 years, include references from owners for at least two demolition projects similar in scope and size to this project completed within the past five years (Use an attachment as necessary). Similar projects include projects with demolition, drainage, and tree removal.  

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3. Were all contracts listed in No. 2 above completed within the time period without extensions?  

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4. State if liquidated damages were incurred by the contractor for non-timely completion and, the extent to which additional time extensions were granted on all contracts that were not so timely completed.  

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5. Was the Surety on any Public Works Section 255.05 Bond ever notified that the bidder was in default in the performance of such contracts; and if such default notice was so given, please indicate in detail how much claim default was resolved:  

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6. Indicate the number of times in which arbitration or litigation ensued from any said Public Works contract within the last 10 years as well as the result of such arbitration or litigation (i.e. whether the same was settled or resolved by trial and who prevailed between the bidder and the governmental agency involved.):

7. Please provide a history of similar projects you have completed, other than those listed in No. 2 above, including project name, owner, value of work performed, percentage completed.

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8. What is the last project of this nature that you have completed?

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9. Have you ever failed to complete work awarded to you? If so, where and why?

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10. The following are named as three corporations or individuals for which you have performed work and to which you refer, include the phone numbers.

<hr/>	Tel.: (      ) <hr/>
<hr/>	Tel.: (      ) <hr/>
<hr/>	Tel.: (      ) <hr/>

11. Have you personally inspected the proposed work and have you a complete plan for its performance?

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12. Will you sublet any part of this work? If so, give details.

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13. What equipment do you own that is available for the work?

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14. What equipment will you purchase for the proposed work?

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15. What equipment will you rent for the proposed work?

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16. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that this information be furnished.

---

(Correct Name of Bidder)

(a) The business is a \_\_\_\_\_

(b) The address of principal place of business is: \_\_\_\_\_

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(c) The names of the corporate officers, or partners, or individuals doing business under a trade name are as follows:

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Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature and Title

Bid # 052419 Treatment Plant Demolition

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

(To be signed in the presence of a  
notary public or another officer  
authorized to administer oaths.)

STATE OF \_\_\_\_\_

COUNTY \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who,  
being by me first duly sworn, made the following statement:

1. The business address of \_\_\_\_\_  
(Name of bidder or CONTRACTOR)  
is \_\_\_\_\_  
\_\_\_\_\_
2. My relationship to \_\_\_\_\_  
(Name of bidder or CONTRACTOR) is \_\_\_\_\_  
(relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the bidder or CONTRACTOR nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or CONTRACTOR nor any affiliate of the bidder or CONTRACTOR has been

convicted of a public entity crime subsequent to July 1, 1989, \_\_\_\_\_ YES \_\_\_\_\_  
NO.

(Please check the box that applied to paragraph 6. If answer is NO, go on and complete paragraph 7.)

7. There has been a conviction of a public entity crime by the bidder or CONTRACTOR, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or CONTRACTOR who is active in the management of the bidder or CONTRACTOR or an affiliate of the bidder or CONTRACTOR. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_. A copy of the order of the Division of Administrative Hearings is attached to this statement.

Sworn to and subscribed before me in the state and county first mentioned above on this \_\_\_\_\_  
day of \_\_\_\_\_, 20 \_\_\_\_

(affix seal)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires



## DRUG-FREE WORKPLACE FORM

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

\_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

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

Bidder: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

## TRENCH SAFETY ACT

**(90-96, Laws of Florida)**

If this Project involves trench excavation that will exceed a depth of 5-feet, pursuant to Florida Statutes Chapter 553, Part VI, Trench Safety Act will be in effect and the undersigned Bidder hereby certifies that such Act will be complied with during the construction of this Project. Bidder acknowledges that included in the various items of the bid and in the total bid price are costs for complying with the Florida Trench Safety Act. Bidder further identifies that cost to be as summarized below.

<b>Trench Safety Measure (Description)</b>	<b>Unit of Measure (LF/SF)</b>	<b>Unit (Quantity)</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
			<b>Total*</b>	<b>\$ _____</b>

\* Amount entered for Work Item – Trench Safety Act Compliance

Failure to complete the above may result in the bid being declared non-responsive.

Contractor agrees that the above safety compliances and costs are included in his bid package under bid item titled Trench Safety Act Compliance.

\_\_\_\_\_  
**Signature of Bidding Contractor**

**NONDISCRIMINATION EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH  
DISABILITIES ACT**

CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

Bidder: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

**DOMESTIC PARTNERSHIP CERTIFICATION FORM**  
THIS FORM **MUST** BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL  
FOR CONTRACTOR TO BE DEEMED RESPONSIVE

The Contractor, by virtue of the signature below, certifies that it is aware of the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances, "Requirement for City contractors to provide equal benefits to domestic partners", and certifies the following:

**(Please check only one below)**

- ☐ 1. The Contractor currently complies with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances and provides benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 2. The Contractor will comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of contract award and provide benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 3. The Contractor will not comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award
- ☐ 4. The Contractor does not need to comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award because the following exemption applies:

**(Please check only one below)**

- ☐ The Contractor's price bid for the initial contract term is \$100,000 or less
- ☐ The Contractor employs less than twenty-five (25) employees
- ☐ The Contractor does not provide benefits to employees' spouses or spouses' dependents
- ☐ The Contractor is a religious organization, association, society, or non-profit charitable or educational institution
- ☐ The Contractor is a government entity
- ☐ The Contractor cannot comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation \_\_\_\_\_, and attach explanation of its applicability.

I, \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_  
(Name) (Title) (Contractor)

Hereby attest that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**DOMESTIC PARTNERSHIP CERTIFICATION FORM (continued)**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 2014

by \_\_\_\_\_, to me personally known \_\_\_\_ or produced identification \_\_\_\_

type of identification produced: \_\_\_\_\_

My commission expires: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print name of Notary Public

CERTIFICATION PURSUANT TO FLORIDA

STATUTE § 287.135

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name and Title Company Name

certify that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to

have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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COMPANY NAME

---

SIGNATURE

---

PRINT NAME

---

TITLE

Must be executed and returned with attached proposal to be considered.

## CONTRACT

This AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Oakland Park, acting herein through its City Manager, hereinafter called "OWNER", and \_\_\_\_\_, doing business as a \_\_\_\_\_, located in Broward County in the State of Florida, hereinafter called "CONTRACTOR".

WITNESSETH: That, under the due procedure of law, proposals were heretofore received by the City for the performance of work and supplying of materials, hereinafter described, and said City having canvassed said proposals, has determined that the proposal in the total amount of: \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) submitted by the aforementioned CONTRACTOR was the best and most desirable proposal submitted, and has authorized the execution of this contract.

NOW, THEREFORE, in consideration of these premises, the City does award the contract to and does hire and employ the CONTRACTOR and the CONTRACTOR does accept the award, predicated upon the proposal of the CONTRACTOR, identified as Bid #052419 Oakland Park which is hereby incorporated by reference into this agreement, and the CONTRACTOR does agree to furnish the necessary labor, tools, equipment, materials and supplies, etc., and to perform all the work shown on the Drawings and described in the specifications for Project entitled:

Project: **BUILDING DEMOLITION AT 5100 NE 12TH TERRACE**

SCOPE OF WORK: CONTRACTOR agrees to furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, and other accessories and services necessary to complete said project in accordance with the conditions and prices as stated in the contract conditions, supplemental general conditions and special conditions of the contract, supplemental general conditions and special conditions of the contract, plans which include all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof as contained in the proposal, Contract Documents and specifications for the project.

ACCEPTANCE OF CONDITIONS: CONTRACTOR hereby agrees that, by virtue of submitting a completed Proposal including his declarations therein of full satisfaction, knowledge and understanding of the Contract Documents, site conditions (surface and subsurface) and all other conditions affecting the Work, he assumes full responsibility for performance of the Work as required under this Contract. It is expressly agreed that under no circumstances, conditions or situations shall this Contract be more strongly construed against the City than against the CONTRACTOR and his Surety. CONTRACTOR further agrees that the passing, approval and/or acceptance of any part of the Work or material by the City or by any agent or representative of the City, as being in compliance with the terms of this Contract and/or of the Contract Documents, shall not operate as a waiver by the City of strict compliance with the terms of this Contract, and/or the Contract Documents covering said Work

CONTRACT TIME: CONTRACTOR hereby agrees to commence work under this contract on or before a start date to be established in the written "Notice to Proceed", issued by the City, and to fully complete both phases of the project within 120 calendar days following that established start date.

LIQUIDATED DAMAGES: CONTRACTOR and City mutually agree that time is of the essence of this Contract and should the CONTRACTOR fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the



CONTRACTOR, and the City will retain the amount of One Thousand Dollars (\$1,000.00) per calendar day as fixed, agreed, and liquidated damages for each calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the City will have sustained by failure of the CONTRACTOR to complete the work within the specified time; it being further agreed that said sum is not a penalty, but is the stipulated amount of damages sustained by the City in the event of such default by the CONTRACTOR.

**HOLD HARMLESS:** CONTRACTOR shall protect, defend, indemnify and hold the City, and other governmental agency participants in the project as identified by the City, their officers, agents and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines or judgments arising by reason of the injury or death of any person or damage to any property, including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), of any nature whatsoever arising out of or incident to this Contract or CONTRACTOR's officers, employees, agents, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death or damage is caused by the sole negligence of the City. City will give CONTRACTOR reasonable notice of any such claims or actions. The provisions of this section shall survive the expiration or earlier termination of this Contract.

The City agrees to pay to the CONTRACTOR the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration as specified consideration for the above stated indemnification in accordance with the provisions of Florida Statutes, Section 725.06. Furthermore, the CONTRACTOR acknowledges that the Contract price includes said consideration for this indemnification provision.

**PARTIAL AND FINAL PAYMENTS:** In accordance with the provisions set forth in the General Conditions, subject to additions and deductions as provided, the City will pay the CONTRACTOR as follows:

Within 30 days after receipt by the City of the CONTRACTOR's request for partial payment, the City shall make partial payments to the CONTRACTOR, on the basis of the estimate of Work, for work performed during the preceding calendar month, less 10% of the amount of such estimate which will be retained by the City until all Work is substantially complete in accordance with this Agreement. Upon substantial completion, the amount of retainage will be reduced to 5% and will be retained until the Work has reached final completion to the satisfaction of the City and the governmental agencies having jurisdiction and has been finally accepted by the City.

Upon submission by the CONTRACTOR of evidence satisfactory to the City that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the Work have been paid in full, and also, after all guarantees that may be required in the specifications have been furnished and are found acceptable by the City and by the governmental agencies having jurisdiction, final payment on account of this Agreement will be made within 60 days after completion by the CONTRACTOR of all Work covered by this Agreement and acceptance of such Work by the City.

**CONTRACT DOCUMENTS:** The Contract Documents, as stated in the Instructions to Bidders and defined in the General Conditions, including these bidding/contractual provisions, specifications and the accompanying Contract Drawings, shall form the Contract and are as fully a part of this Contract as if herein repeated.

In WITNESS WHEREOF, the City has caused these presents to be signed by its mayor and City Manager, attested by the City Clerk with the Corporate Seal of the said City, and the CONTRACTOR has executed these presents, on the day and date herein before written in five counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.

Signed, sealed and witnessed

**CITY OF OAKLAND PARK, FLORIDA**

in the presence of:

\_\_\_\_\_

\_\_\_\_\_  
City Manager

\_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

Signed, Sealed and Witnessed

CONTRACTOR

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
President or Vice President

## PERFORMANCE AND PAYMENT BOND

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_

as Principal, hereinafter called CONTRACTOR, and \_\_\_\_\_

as Surety, hereinafter called Surety, are held and firmly bound unto the **CITY OF OAKLAND PARK**, a municipal corporation of Florida, as obligee, hereinafter called City, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, CONTRACTOR has by written agreement dated \_\_\_\_\_, 2019, entered into a Contract with the City for the construction of a project described as:

(Project Title): **BUILDING DEMOLITION AT 5100 NE 12TH TERRACE**

in accordance with Drawings and Specifications prepared by the City of Oakland Park, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if CONTRACTOR shall in all respects promptly and faithfully perform and comply with the terms and conditions of said Contract and his obligations thereunder, shall indemnify the City and save either or all of them harmless against and from all costs, expenses and damages arising from the performance of said Contract or the repair of any work thereunder, and shall promptly make payments to all claimants, as defined in Section 713.01 of the Florida Statutes, supplying to CONTRACTOR labor, materials and supplies, used directly or indirectly by the said CONTRACTOR, or subcontractors, in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect. This bond shall remain in full force and effect for a period of one year from the date of acceptance of the project by the City and shall provide that the CONTRACTOR guarantees to repair or replace for said period of one year all work performed and materials and equipment furnished that were not performed or furnished according to the terms of the Contract, and shall make good defects thereof that have become apparent before the expiration of said period of one year.

The Principal and Surety jointly and severally agree to pay to the City any difference between the sum to which the said Principal would be entitled on the completion of the Contract, and that sum which the City may be obliged to pay for the completion of said work by Contract or otherwise, and any damages, direct or indirect or consequential, which the City may sustain on account of such work, or on account of the failure of said CONTRACTOR to properly and in all things, keep and execute all of the provisions of said Contract, and any expenses, including court costs and reasonable attorney fees (both trial and appellate), incurred by the City in enforcing the terms of this Bond.

And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

No right of action shall accrue on this Bond to or for use of any person or corporation other than the City named herein and those persons or corporations provided for by Section 255.05, Florida Statutes, or their heirs, executors, administrators, successors or assigns.

The surety represents and warrants to the City that they have a Best's Key Rating Guide General Policyholder's Rating of "\_\_\_\_\_" and Financial Category of "Class \_\_\_\_\_".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this \_\_\_\_ day of \_\_\_\_\_ 2019, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or Partnership, two Witnesses required).

(If Corporation, Secretary only will attest and affix seal).

**PRINCIPAL:**

\_\_\_\_\_

\_\_\_\_\_(Affix Seal)

\_\_\_\_\_

**WITNESSES:**

Signature of Authorized Officer

\_\_\_\_\_

Title

\_\_\_\_\_

Business Address

\_\_\_\_\_

City, State

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name of Local Insurance Agency

**SURETY:**

\_\_\_\_\_

Corporate Surety

\_\_\_\_\_(Affix Seal)

Attorney-in-Fact

\_\_\_\_\_

Business Address

\_\_\_\_\_

City, State

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the Principal, was then \_\_\_\_\_ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_ Corporate Seal  
Secretary

STATE OF FLORIDA

ss

COUNTY OF \_\_\_\_\_

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared \_\_\_\_\_ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the \_\_\_\_\_ and that he has been authorized by \_\_\_\_\_ to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of the \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2018, A.D.

(Attach Power of Attorney)

\_\_\_\_\_

Notary Public

State of Florida-at-Large

My Commission Expires: \_\_\_\_\_