



**City of Lake Worth**  
FINANCE OFFICE

**INVITATION FOR BID**

**IFB NO. 16-100**

**BRYANT PARK BANDSHELL AND SHED RE-ROOFING  
PROJECT**

**Bid Submission Deadline**

**Day/ Date: December 9, 2015**

Time: 3:00PM

Location: Finance Office  
7 North Dixie Highway – 2<sup>nd</sup> Floor  
Lake Worth, FL 33460

**Mandatory Pre-Bid Conference Meeting**

**Day/ Date: November 18, 2015**

Time: 10:00 AM

Location: City Hall Conference Room - 1<sup>st</sup> Floor  
7 North Dixie Highway  
Lake Worth, FL. 33460



**FINANCE OFFICE**  
7 North Dixie Highway  
Lake Worth, FL 33360  
TEL: 561-586-1651

**INVITATION FOR BID**  
**IFB # 16-100**

## **BRYANT PARK BANDSHELL AND SHED RE-ROOFING PROJECT**

The City of Lake Worth is soliciting bids from responsible and experienced contractors to perform construction services for the Bryant Park bandshell and shed re-roofing project.

The scope of work is inclusive of all necessary work to remove and replace the existing roof structures on the bandshell and shed structure located within Bryant Park in accordance with the bid documents.

**Bid documents may be downloaded at the City's website at: [www.LakeWorth.org](http://www.LakeWorth.org).** Hard copies of bid documents may also be acquired from the Finance Office at 7 North Dixie Highway, Lake Worth, FL 33460.

Time is of the essence. Any bid received after **3:00PM on December 9, 2015**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Finance Office. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received. Bidders are responsible for insuring that their bid is stamped by office personnel by the deadline indicated.

**A Mandatory Pre-Bid meeting is scheduled for 10:00AM on Wednesday, November 18, 2015**, located at City Hall, 7 North Dixie Highway, Lake Worth, FL 33460. City Hall Conference Room, 1st Floor. The meeting will then move to the site at Bryant Park for questions and access.

All bids must be delivered or mailed to:

City of Lake Worth, Finance Office – 2<sup>nd</sup> Floor  
7 North Dixie Hwy.  
Lake Worth, FL 33460

**ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID # IFB 16-100.** Bids shall be accompanied by a certified check, cashier's check, or Bid Bond in an amount not less than 5% of bid.

  
Hirut Darge, Purchasing Agent

PUBLISH: November 8, 2015  
Palm Beach Post

## SECTION 1 - SCOPE OF WORK

### **BRYANT PARK BANDSHELL AND SHED RE-ROOFING PROJECT**

The City of Lake Worth is soliciting bids from responsible and experienced contractors to perform construction services for:

#### A: Bryant Park Band Shell

Complete removal of the existing Low Slope & Cement Tile roof systems to a clean and suitable deck. Replace any damaged or decayed sheathing or blocking. Review trusses for damage. Install new tapered 1/8"/ft insulation and modified bitumen roof system, all drains refurbished and flashing shall be replaced with Type 316L stainless steel.

All tile at mansard shall be removed to a clean suitable deck. Decayed or damaged deck shall be replaced. New self-adhered membrane shall be installed and attached over #30. New tile of Cement "S" profile and color to be installed. All flashing to be 316L stainless steel. Contractor responsible for confirming tile manufacturer and color. Submission of samples for approval mandatory.

Approximately 16 sqs. of low slope.

18 sqs. Tile Mansard.

#### B: Harry's Shed (Unsafe Roof)

Complete removal of Shingles, Plywood Decking and Truss units down to the Concrete Beam. New framing consisting of a 2" x Wood Joist, sitting East/West and trimmed to slope @ a fall of 1/4"/ft to east. See Attached drawing and NOA from Bunker Engineering.

New Fascia, 3/8" plywood soffit, truss Straps, 5/8" CDX Plywood Decking, with a JohnsManville Class "A" Modified Membrane Roof, with a twenty (20) year guarantee, tied-in with Band Shell Guarantee. Provide type 316 Salt Resistant 3" face, 4" Deck Flange eave drip at all sides. Prime paint all exposed Fascia & Soffit. 5 SQS.

The work to be performed under this specification shall include but is not limited to the following: Attend necessary job meetings and furnish competent and full time non-working superintendent, experienced roof mechanics, all materials, tools, and equipment necessary to complete, in an acceptable manner, the roof installation in accordance with this specification. Comply with the latest written application instructions of the manufacturer of the primary roofing products. In addition, application practice shall comply with requirements and recommendations of the National Roofing Contractors Association, or material manufacturer, whichever is more stringent.

It is the intent of this Project Manual and the specifications herein to establish the minimum criteria for materials and workmanship necessary to achieve the following performance goals:

- 1) A new waterproof, weatherproof roof system
- 2) Low slope roof systems shall provide positive drainage with no ponding water, including coal-tar pitch roof systems
- 3) All materials and work necessary to comply with 2014 Florida building codes (with amendment) including, but not limited to roofing, mechanical, plumbing and electrical
- 4) All materials and work necessary for the issuance of the guarantees and warranties required by the Project Manual and contract documents. The scope of work is inclusive of all necessary work to remove and replace the existing roof structures on the bandshell and shed structure located within Bryant Park in accordance with the bid documents.

All work shall be constructed in accordance with the plans as designed by Knopf and Associates, Inc. and the City of Lake Worth's Standards and Details available on the City's website at [www.lakeworth.org](http://www.lakeworth.org).

The project is being bid and awarded as a lump sum contract and bid information is located within this Invitation for Bid on Form B3.

**END OF SECTION 1 – SCOPE OF WORK**

## SECTION 2 – SPECIAL TERMS

1. **Mandatory Pre-Bid Conference**

A Mandatory Pre-Bid Conference is scheduled at **10:00AM on Wednesday, November 18, 2015** at the City Hall Conference Room, 7 North Dixie Highway, Lake Worth, Florida 33460 to provide potential bidders the opportunity to ask questions and receive clarification concerning the project.

2. **Time of Completion and Liquidated Damages.** The work to be performed under this project shall commence on the date of Notice to Proceed. The work shall be substantially completed within **sixty (60)** calendar days after the date of such notice, and fully completed within **ninety (90)** calendar days, with such extensions of time as are provided for in the General Terms and Conditions.

3. **Permits and Fees.** In accordance with the Public Bid Disclosure Act, the Contractor will be required to make payment to the City of Lake Worth for following permits or licenses, impact, inspection or other fees for this Project under the Contract: (F.S. 218.80)

<u>(Permit)</u>	<u>(Fee/Amount or calculation)</u>
<b>Building Department Permit</b>	<b>Per Fee Schedule</b>

4. **Licenses.** Each Bidder shall have the following licenses at the time of bid submittal or its bid may be disqualified:

- State of Florida General Contractor license OR
- State of Florida Roofing Contractor license

Each Bidder will also be required, at the time of contract execution, to have a business tax receipt or certificate of registration in accordance with the following:

- No person, contractor or subcontractor may conduct business within the City without a business tax receipt or certificate of registration.
- A contractor who holds a valid countywide contractor's license, in addition to a county business tax receipt shall register with the City.
- Any person engaging in any business, occupation or profession within the City without a permanent business location or branch office in the City, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality, shall be issued a certificate of registration upon registering with the business tax official.

5. **Construction Bond.**

Payment and Performance Bonds required and are included in this bid package.

6. **Insurance.** Prior to execution of the resulting contract derived from this IFB, the awarded bidder shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the selected bidder has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the selected bidder of its liability and obligations under the resulting contract.

- A. The selected bidder shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the bidder from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the bidder or by anyone directly or indirectly employed by or contracting with the bidder.
- B. The selected bidder shall maintain general automobile liability insurance for owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- C. The selected bidder shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

**All insurance, other than Workers' Compensation, to be maintained by the selected bidder shall specifically include the CITY as an "Additional Insured". Selected bidder will need to supply additional insured endorsements.**

7. **Other Special Conditions:**

The services to be provided under this IFB are set to commence upon the City's issuance of a notice to proceed. Due to the nature of the services, the notice to proceed may be by oral communication to the selected bidder. All bidders must have all necessary equipment and/or personnel to immediately commence upon receipt of the notice to proceed.

**SEE SEPARTE ATTACHMENT – BID SPEC**

**END OF SECTION 2 – SPECIAL TERMS**

**SECTION 3 - MINIMUM QUALIFICATIONS**

**CHECKLIST**

Contractors must meet the following minimum requirements in order to be considered for award.

Contractors not meeting these requirements will be disqualified. All decisions of the City are final.

- 1) Contractor must have served as prime contractor for a minimum of two similar (2) Projects involving similar scope of work (re-roofing of similar structures with similar materials) and similar size projects within the last thirty six (36) months.

Complete Form A1 - Contractor's Prior Experience Form

- 2) Contractor must possess an active General Contractor license OR Roofing Contractor license in the State of FL. Please submit a copy of the license with this bid submittal package.

**END OF SECTION 3 – MINIMUM QUALIFICATIONS**

City of Lake Worth

IFB 16-100
CONTRACTOR'S PRIOR EXPERIENCE FORM

Contractor must provide three (3) references for each project identified to satisfy the minimum experience requirements. A reference person must be someone who has personal knowledge of the Contractor's and Subcontractor's performance. The reference person must have been informed that they are being used as a reference so that the City may check references.

Contractor' Name: \_\_\_\_\_

PROJECT (FIRST PROJECT)

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Description of Project: \_\_\_\_\_

Three horizontal lines for project description.

Describe the project construction elements (type of project, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

Three horizontal lines for describing project construction elements.

Description of any Change Orders: \_\_\_\_\_

Two horizontal lines for describing change orders.

Contract Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Project Start Date: \_\_\_\_\_ Project End Date: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ Email Address: \_\_\_\_\_

Note: Use an additional sheet with the same format to list other projects as proof of prior experience.

Contractor' Name: \_\_\_\_\_

**PROJECT (SECOND PROJECT)**

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Description of Project:

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

*Describe the project construction elements (type of project, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:*

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

Description of any Change Orders: \_\_\_\_\_

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

**Note:** Use an additional sheet with the same format to list other projects as proof of prior experience.

Contractor' Name: \_\_\_\_\_

**PROJECT (THIRD PROJECT)**

Name of Project: \_\_\_\_\_

Project Location: \_\_\_\_\_

Description of Project: \_\_\_\_\_

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*Describe the project construction elements (type of project, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:*

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Description of any Change Orders: \_\_\_\_\_

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Contract Name: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Project Start Date: \_\_\_\_\_ Project End Date: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ Email Address: \_\_\_\_\_

**Note:** Use an additional sheet with the same format to list other projects as proof of prior experience.

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## SECTION 4 - INSTRUCTIONS TO BIDDERS

1. HOW TO SUBMIT A BID:

a. **The original and two (2) copies** of your bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

**City of Lake Worth – Finance Office – 2<sup>nd</sup> Floor  
7 North Dixie Highway  
Lake Worth, FL 33460**

b. Time is of the essence and any bid received after the closing date and time indicated on the cover of this IFB, whether by mail or otherwise, will be returned unopened and will not be considered. The time of receipt shall be determined by the time clock located in the Procurement Office. Bidders are responsible for insuring that their bid is stamped by City personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.

c. Bids submitted by telephone, telegram, facsimile or email shall not be accepted.

d. Submission of a Bid implies a full understanding of this IFB. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

e. This IFB consists of this document along with all addenda, plans, drawings and/or technical specifications incorporated or attached to this IFB, all of which are incorporated herein by this reference.

2. THE BID PACKAGE. Each bid submitted in response to this IFB shall contain the following documents:

Minimum Requirements and Checklist and Form A1

B1 Bid Package Cover Sheet

B2 Bid

B3 Schedule of Bid Items

B4 Substitution Sheet

B5 Schedule of Subcontractors

B6 Contractor Verification

B7 Reference List

B8 Drug Free Certification

B9 Trench Safety Compliance Form

B10 Contractor's Existing and Projected Workload

\_\_\_ Bid bond or deposit

\_\_\_ Copies of required licenses, certificates or registrations

\_\_\_ Sample of Daily Reporting Form and Employee Sign-In Sheet

\_\_\_ Any issued Addenda

The Bid Submission Package, and any other required documents must be returned in order for the bid to be considered and responsive.

**AVOID BID REJECTION:** Bids may be rejected for noncompliance to requirements after review by the Procurement Office. All bids must be submitted on the provided Bid forms and **signed in ink by an officer authorized to bind the Bidder where applicable.**

3. COMPLETION OF BID SUBMISSION PACKAGE.

a. It is the responsibility of the bidder to insure that all pages are included. All Bidders are advised to closely examine this IFB.

b. **All bids must be submitted on the provided Bid forms (B1 – B10).** Bids submitted on Bidder's letterhead or quotation forms will not be accepted.

c. Bid forms must be neatly written in ink or typed, and must be signed in ink by an officer or employee having authority to bind the bidder (where a signature is required). **Failure to submit a duly signed bid shall be cause for rejection of the bid.**

4. ERRORS/ERASURES/CORRECTIONS

a. **Bids having erasures or corrections must be initialed in ink by the Bidder.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

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

d. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. BID PRICES. All prices shall remain valid for **one hundred twenty (120)** days after the date of bid closing or other time stated in the Special Terms. Prices must be stated in the units specified on the Bid form.

6. SUBSTITUTIONS. If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. SUBCONTRACTING. If a Bidder intends to subcontract any portion of the work, the Schedule of Subcontractors form must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all sub-contractors. The City reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The City reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing. **The Schedule of Subcontractors form must be completed with the listing of anticipated subcontractors. Failure to submit the completed form may result in the City rejecting the bid.**

8. BID BONDS OR DEPOSITS

Each bid must be accompanied by a certified check, cashier's check or bid bond in the amount of five percent (5%) of the total bid. Only the following types of bonds or deposits will be accepted:

1. Bid bond signed by a surety company authorized to do business in the State of Florida.
2. Cashier Check of any national or state bank.
3. Certified check drawn on a financial institution acceptable to the City of Lake Worth

All checks and orders must be made payable to the City of Lake Worth. The City reserves the right to hold the bid security until a contract is properly executed. If any bidder presented with a contract fails to execute such contract with the City, the City may be entitled to retain the deposit or enforce the bond. Bid deposits of unsuccessful bidders will be returned after execution of a contract.

9. CERTIFICATION AND LICENSES. Bidder must include with its bid package a copy of all applicable certificates and licenses and a current Business Tax Receipt in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located. If awarded the contract, any Bidder who is not required to have a Business License from the City will be required to obtain a Certificate of Registration from the City of Lake Worth prior to contract execution.

10. NO LOBBYING – CONE OF SILENCE. In accordance with the Palm Beach County Lobbyist Registration Ordinance and Section 2-112(k) the City's procurement code, the City's procurement cone of silence will be in effect as of the due date for proposals in response to this IFB. A complete copy of the City's procurement code is available on-line at [municode.com](http://municode.com) under the City's code of ordinances (sections 2-111 – 2-117). All Bidders are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their representatives, lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all response or some other action by the City to end the selection process

11. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS. This IFB is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Bidders are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

**Further, any Bidder coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this IFB.**

12. OFFICE OF THE INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009, this IFB and resulting Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. Bidder/Proposer should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

13. PUBLIC ENTITY CRIMES. Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City as agent for the ECR Board for 36 months following the date of being placed on the convicted vendor list.

14. INQUIRIES AND ADDENDA. Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue, must be directed in writing, by US mail, fax or email to:

Hirut Darge, Purchasing Agent  
City of Lake Worth, Finance Office  
7 North Dixie Hwy.  
Lake Worth, FL 33460  
E-mail: [hdarge@lakeworth.org](mailto:hdarge@lakeworth.org)  
(561) 586-1651

Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of this IFB will be made for any bidder, except by written addendum.

15. ACCEPTANCE; REJECTION; CANCELLATION. In accordance with the City's procurement code, this IFB may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline will be rejected.

Any withdrawal or cancellation of this Invitation for Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select a successful bidder to this Invitation for Bid shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of this IFB; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; 7) bids is in excess of the approved budget for the project.

16. SELECTION OF BIDDER WITH WHOM TO CONTRACT. The selection of a bidder with whom to contract shall be based on the lowest responsive, responsible bidder using the following criteria:

1. Qualifications;
2. Skill and experience based on reference verification;
3. Amount of the bid in relation to the needed goods & services and in relation to other bids received; and,
4. Adherence to the specifications and requirements of the IFB.
5. Past Performance
6. Content of the bid

The above criteria are equally weighted.

17. POSTING OF AWARD TABULATIONS. The selected bidder will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at the Procurement Office.

18. CONTRACT. The City and successful bidder will be contractually bound only if and when a written contract between the parties is executed by the City. In the event a contract is not executed with the selected bidder and City reserve the right to select the next "best value" bidder based on the bid tabulation and to contract with said bidder.

19. PROCUREMENT CODE. The City of Lake Worth's procurement code is to be followed for all City funded projects.

20. COSTS. All costs incurred by any party in responding to this Invitation for Bid are the sole responsibility of the Bidder including any costs, fees or expenses associated with a protest.

21. PROTEST PROCEDURE. *Please see section 2-115 of the City's Procurement Code for the procedure.*

22. CITY IS DOCUMENT GATEKEEPER. This IFB is issued directly by the City and the City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Office. The City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the City's) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding any solicitation made by the City of Lake Worth.

23. PUBLIC RECORDS REQUESTS DURING BID OPENINGS

Sec. 255.0518, Fla. Stat., requires that when the bids are open, they must be opened at a public meeting (held in accordance with sec. 286.011, Fla. Stat.); the name of each bidder and the price submitted on each bid must be announced; and the name of each bidder and the price must be made available by the City upon request. Sealed bids or proposals received by the City in response to an invitation to bid are exempt from public records disclosure requirements until the City provides a notice of decision or thirty (30) days after the opening of the proposal / bid. If the City rejects all bids or proposals submitted in response to an invitation to bid or request for proposals and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids or proposals remain exempt from public records disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws there issued competitive solicitation. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all bids, proposals, or replies. Requests for bid or proposal documents should be submitted to the City Clerk's Office. Documents may be inspected without charge, but a charge will be incurred to obtain copies.

24. DISCLOSURE AND DISCLAIMER. The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this IFB. Any reliance on the contents of this IFB regarding the project or scope of thereof, or on any oral communications with City representatives or advisors, shall be at each Bidder's own risk. Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This IFB is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Bidder or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any bid or proposal conforming with these requirements will be selected for consideration, negotiation or approval.

Any action taken by the City in response to bids or proposals made pursuant to this IFB or in making any award or failure or refusal to make any award pursuant to such bids or proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the City, or their advisors.

Any recipient of this IFB who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this IFB is at the sole risk and responsibility of the party submitting such proposal.

25. COMPLIANCE. All bids or proposals received in accordance with this IFB shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

26. CONSTRUCTION CONTRACT/RETAINAGE. It is the City's intent to withhold retainage on all construction contracts generally in accordance with the provisions of section 218.735 (8)(a-g), Florida Statutes. However, for construction contracts with a total contract cost of less than \$200,000, the City may in its sole discretion negotiate a different retainage amount or procedure with the construction contractor.

#### **END OF SECTION 4 - INSTRUCTIONS TO BIDDERS**

**BID PACKAGE COVER SHEET**

<b>IFB 16-100</b>	<b>Project Title: BRYANT PARK BANDSHELL AND SHED RE-ROOF PROJECT</b>
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Bidder Company Name:  
 .....

Enclose the following documents:

- \_\_\_\_\_ 1. Bid Package Cover Sheet. (B1)
- \_\_\_\_\_ 2. Prior Experience. (A1)
- \_\_\_\_\_ 3. Bid (B2) **Must be signed.**
- \_\_\_\_\_ 4. Schedule of Bid Items (B3) **Must be signed.**
- \_\_\_\_\_ 5. Substitution Sheet (B4). If none, mark "none".
- \_\_\_\_\_ 6. Schedule of Sub-contractors (B5). If none, mark "none".
- \_\_\_\_\_ 7. Contractor Verification (B6). Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- \_\_\_\_\_ 8. Reference List (B7)
- \_\_\_\_\_ 9. Drug Free Certification (B8)
- \_\_\_\_\_ 10. Trench Safety Compliance Form (B9)
- \_\_\_\_\_ 11. Contractor's Existing and Projected Workload (B10)
- \_\_\_\_\_ 12. Bid bond or Deposit
- \_\_\_\_\_ 13. Copies of Licenses, Certifications and Registrations (Contractor to Supply)
- \_\_\_\_\_ 14. Sample of your Daily Reporting Form and Employee Sign-In Sheet
- \_\_\_\_\_ 15. Any issued Addenda

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

**Submit ONE (1) ORIGINAL and TWO (2) PHOTOCOPIES of your Bid package.**

**AVOID BID REJECTION:**

**All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.**

(B2)

**BID**

**BRYANT PARK BANDSHELL AND SHED RE-ROOFING PROJECT**

**IFB 16-100**

***Proposal of:***

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

**Lump Sum Bid Amount:** \$ \_\_\_\_\_

\_\_\_\_\_  
(Write Dollar Figure Here)

**Number of Squares Included (Roof Area)** \_\_\_\_\_

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. There is enclosed a bid guarantee consisting of five percent (5%) of bid price in the amount of \$\_\_\_\_\_.
5. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, a Payment Bond, and Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from the City, as such documents will be required prior to execution of a Contract.
6. Bidder understands that the contract time starts on the date of Notice to Proceed.

7. Bidder furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed liquidated damages.

8. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.

9. The work shall be substantially completed within **sixty (60)** calendar days after the date of such notice, and fully completed within **ninety (90)** calendar days, with such extensions of time as are provided for in the General Terms and Conditions.

10. Liquidated damages for delay are agreed to be \$500 per calendar day.

11. Bidder shall be responsible for all permitting fees and utility service connection fees unless otherwise specifically provided in the Special Terms in the Contract.

12. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards.

13. The City reserves the right to select and include one or more alternates in the Project and work.

14. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth.

<i>Name</i>	<i>Address</i>
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15. The following employee(s) of the City of Lake Worth, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

<i>Name</i>	<i>Address</i>
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16. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

17. Bidder acknowledges that **ADDENDA NO(S)**. \_\_\_\_\_ **have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.**

18. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

**Workmanship is warranted for** \_\_\_\_\_

**All supplies and components are warranted for** \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Main Address: \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

FEIN: \_\_\_\_\_ State of Incorporated: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ Date: \_\_\_\_\_

Project Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**Failure to fully complete and sign this Bid Form may result in rejection of the Bid.**

IFB 16-100

**SCHEDULE OF BID ITEMS**

In accordance with the specifications and Scope of Work included with this bid, following is the recommended unit prices in order to evaluate the total bid as submitted with your proposal. These prices are intended to equal the total base bid as submitted at the top of page 16 of the IFB. These prices are used as a tool for the evaluation of the bid(s).

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	The undersigned hereby proposes to furnish all labor, permits, materials, services, and incidentals, and to perform all repairs and related work necessary for the completion of the project as specified, and provide a quality, reliable, leak-free and functional installation in strict accordance with the project specifications	1	LS		
TOTAL LUMP SUM AMOUNT:					
A.	4" x 8" x 5/8" CDX sheathing	1	SF		
B.	2" x 4" Yellow Pine	1	SF		

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACTOR PROJECT WARRANTY  
FOR ROOFING, FLASHING AND SHEET METAL**

Whereas (Roofing Contractor) \_\_\_\_\_

of (Address) \_\_\_\_\_

Email \_\_\_\_\_ Contact # \_\_\_\_\_

herein called for "Roofing Contractor", has performed roofing, flashing, and sheet metal and associated ("work") on following project:

Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Name and Type of Building: BRYANT PARK BAND SHELL, TOWERS (2), GAZEBO & HARRY'S SHED

Address: \_\_\_\_\_

Area of Work: \_\_\_\_\_ square feet: Date of Acceptance \_\_\_\_\_

Warranty Period: **Five Years** Date of Expiration \_\_\_\_\_ Warranty Number \_\_\_\_\_

AND WHEREAS Roofing Contractor has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period.

NOW THEREFORE Roofing Contractor hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work, and as are necessary to maintain said work in watertight condition.  
This Warranty is made subject to the following terms and conditions.

1) Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by: a) lightning; b) wind storm; c) fire; d) work by other trades e) failure of deck substrate including cracking, settlement, excessive deflection, deterioration, and decomposition. When work has been damaged by any of the foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Contractor, and until cost expense thereof has been paid by Owner or by another responsible party so designated.

2) The Roofing Contractor is responsible for damage to work covered by this Warranty, and is liable for consequential damages during construction, and five (5) year after date of acceptance to building or building contents, resulting from leaks due to, faults or defects of work.

3) The Owner shall promptly notify Roofing Contractor within 48 hours of observed, known, or suspected leaks, defect or deterioration. The Contractor shall guarantee to respond to all notification within twenty-four (24) hours and to make all such repairs as deemed necessary to correct said leaks or defects to a condition satisfactory to Owner. Repairs shall be made by workmen in the current employment of the Contractor. Subcontracting of repair work is not permitted.

4) This Warranty is recognized to be the only Warranty of Roofing Contractor on said work, and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to him in cases of roofing failures. Specifically, this Warranty shall not operate to relieve Roofing Contractor of responsibility of performance of original work in accordance with requirements of the Contract Documents.

IN WITNESS THEREOF, this instrument has been duly executed

this \_\_\_\_\_ day of \_\_\_\_\_ 2015

\_\_\_\_\_

Officers Signature (Roofing Contractor) (Seal)

\_\_\_\_\_

(Witness)

IFB 16-100

**SUBSTITUTION SHEET**

This form must be completed if Bidder proposes to deviate from any contract requirements including, but not limited to, proposed material specifications, proposed method, construction schedule, or phasing plan.

Associated "Add" or "Deduct" must be provided.

DESCRIPTION OR MAKE BID ITEM NO. SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

IFB 16-100

**SCHEDULE OF SUBCONTRACTORS**

The following is a complete list of all sub-contractors utilized for this project:

Dollar amount of subcontract work

1.			\$	
	(company name)	(type of work)		
	(address)	(tel. #)		
	(zip code)	(federal I.D. #)		
2.			\$	
	(company name)	(type of work)		
	(address)	(tel. #)		
	(zip code)	(federal I.D. #)		
3.			\$	
	(company name)	(type of work)		
	(address)	(tel. #)		
	(zip code)	(federal I.D. #)		

**Total dollar amount to be awarded to sub-contractors (this page)** \$ \_\_\_\_\_

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

**Note:** The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Project Engineer for approval prior to that sub-contractor performing any work.

IFB 16-100

**CONTRACTOR VERIFICATION FORM**

**BIDDER:**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Fax: (        ) \_\_\_\_\_

Email: \_\_\_\_\_

CONTRACTOR OF RECORD (if same, state "same as above"):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Email: \_\_\_\_\_

State License # \_\_\_\_\_ (ATTACH APPLICABLE COPY)

County License # \_\_\_\_\_ (ATTACH APPLICABLE COPY)

Type of License: \_\_\_\_\_

Unlimited \_\_\_\_\_ (yes/no)

If "NO", Limited to what trade? \_\_\_\_\_

Is the Contractor/Licensee a full-time employee of Bidder?

\_\_\_\_ Yes                      \_\_\_\_ No                      \_\_\_\_ N/A

Will the Contractor/Licensee be in responsible charge of the work performed and installed under this contract?

\_\_\_\_ Yes                      \_\_\_\_ No                      \_\_\_\_ N/A

City License: (ATTACH COPY OF CITY REGISTRATION OR BUSINESS TAX RECEIPT – May be obtained from City Construction Services)

***Failure to fully or accurately complete this form may be cause for rejection of the bid.***

IFB 16-100  
LIST OF REFERENCES

**NOTE: If you completed A1 this form may be omitted.**

1. Owner's Name & Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail: \_\_\_\_\_

2. Owner's Name & Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_

3. Owner's Name & Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-Mail: \_\_\_\_\_

IFB 16-100

**DRUG FREE WORKPLACE CERTIFICATION**

The undersigned Bidder, 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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' 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 this 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 States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
*Bidders Authorized Signature*

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

\_\_\_\_\_  
Date

IFB 16-100

**FLORIDA TRENCH SAFETY COMPLIANCE**

*This form is required where Contractor will perform trench excavation which exceeds a depth of 5 feet.*

***If Not Applicable - Check this Box and sign below.***

In accordance with the Florida Trench Safety Act, F.S. 553.63, Bidder acknowledges:

1. The trench safety standards applicable to this bid and contract are either:

Included in the specifications for this bid or

Are identified as: \_\_\_\_\_

2. Bidder will comply with all applicable trench safety standards and any special shoring requirements applicable to the Project.

3. Included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, which costs are summarized below.

*Note:* Included in the various bid items on Form B-3 are costs for compliance with trench safety standards, including sheeting and shoring. Costs on this Form B-10 shall be consistent with Form B-3. The bid items for trench safety compliance on Form B-3 must equal the total amount for trench safety compliance indicated below.

	Trench Safety Measure (Description)	Cost per Linear Foot	Linear Feet	Extended Cost
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____

	Shoring Safety Measure (Description)	Cost per Square Foot	Square Feet	Extended Cost
D.	_____	_____	_____	_____
E.	_____	_____	_____	_____
F.	_____	_____	_____	_____

**FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING REJECTED.**

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

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

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

IFB 16-100

**Contractor's Existing and Projected Workload Form**

List all major construction projects your firm has in process, giving the name of project, owner, engineer, contract amount, percent complete, and scheduled completion date. Include additional pages as required.

**Failure to fully and accurate complete this form may result in disqualification of the Bid.**

Project Name	Owner	Engineer	Contract Amount	Percent Complete	Scheduled Completion Date

## BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we:

\_\_\_\_\_ (the "Principal"), and

\_\_\_\_\_ (the "Surety"),

a corporation authorized to do business as a surety in the State of Florida, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents in the full and just sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) good and lawful money of the

United States of America, to be paid upon demand of the **City of Lake Worth, Florida**.

WHEREAS, the Principal is about to submit, or has submitted a bid in response to an Invitation for Bid issued by the City of Lake Worth; and

WHEREAS, the Principal desires to file this Bond in accordance with law, in lieu of a certified bidder's check otherwise required to accompany its Bid.

NOW THEREFORE, the conditions of this obligation are such that if the Bid is accepted by the City of Lake Worth. the Principal shall within ten (10) calendar days after receipt of a contract, execute said contract and upon the terms, conditions and price set forth in the Invitation for Bid and Bid, in the form and manner required by the City of Lake Worth, Florida, in an amount of one hundred percent (100%) of the total contract price, as indicated in the Bid, in form and with security satisfactory to the City, then this obligation is to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City upon demand the amount hereof, not as a penalty but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these present to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Bidder as PRINCIPAL:

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

SURETY:

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

## CONTRACT PERFORMANCE BOND

**BY THIS BOND**, we, \_\_\_\_\_, as Principal and \_\_\_\_\_, a Corporation, as Surety, whose address is \_\_\_\_\_, are bound to the City of Lake Worth, hereinafter called CITY, for the sum of \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the Contract dated \_\_\_\_\_, 20\_\_\_\_ between Principal and CITY, Contract No. \_\_\_\_\_, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract and;
2. Pays CITY all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, the CITY sustains because of a default by Principal under the Contract and;
3. Performs the guarantee of all-work and materials furnished under the Contract for the time specified in the Contract;

then this bond is void; otherwise it remains in full force. Whenever Principal shall be, and declared by CITY to be in default under the Contract, the CITY having performed CITY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions; or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the CITY elects, upon determination by the CITY and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and CITY, and make available as the work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the costs of completion, less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by CITY to Principal under the Contract and any amendments thereto, less the amount properly paid by CITY to Principal.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the CITY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes.

Surety expressly acknowledges its obligations and liabilities for liquidated damages suffered by CITY under the provisions of the Contract Documents.

See subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.

Dated on \_\_\_\_\_, 20\_\_

PRINCIPAL:

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Attest as to the signature of Principal Title

\_\_\_\_\_  
Title

(SEAL)

Address: \_\_\_\_\_  
\_\_\_\_\_

SURETY:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Attest as the signature of Surety

Title

\_\_\_\_\_  
Title

(SEAL)

Address: \_\_\_\_\_  
\_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the U.S. Treasury Department's most current list (Federal Register), during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

**CONTRACT PAYMENT BOND**

**BY THIS BOND, WE,** \_\_\_\_\_, as Principal and \_\_\_\_\_, a Corporation, as Surety, whose address is \_\_\_\_\_, are bound to the City of Lake Worth, hereinafter called CITY, in the sum of \$\_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Promptly makes payment to all claimants and lienors supplying Principal with labor, materials and suppliers, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract dated \_\_\_\_\_, 20\_\_\_\_, between Principal and CITY for construction of \_\_\_\_\_, Contract No. \_\_\_\_\_, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and;
2. Pays CITY all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, the CITY sustains because of a default by Principal under the Contract; then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes, does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the CITY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes. See Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.

Dated on \_\_\_\_\_, 2014

**PRINCIPAL:**  
By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Attest as to the signature of Principal

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

(SEAL)

Address: \_\_\_\_\_  
\_\_\_\_\_

SURETY:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Attest as the signature of Surety Title

(SEAL)

Address: \_\_\_\_\_  
\_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the U.S. Treasury Department's most current list (Federal Register), during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

CITY OF LAKE WORTH

**LIENOR'S PAID IN FULL AFFIDAVIT**

STATE OF FLORIDA }  
COUNTY OF PALM BEACH }

Sealed Bid / Project No. \_\_\_\_\_

Project Name \_\_\_\_\_

Before me the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared \_\_\_\_\_ who, after being first and duly sworn, upon oath disposes and says that all lienors contracting directly with or directly employed by them and all bills, ages, fees, claims or other charges in connection with the above stated project incurred by \_\_\_\_\_ have been paid in full.

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

Lienor's Name

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

Signed By \_\_\_\_\_

Print Name:

Title

STATE OF FLORIDA }  
COUNTY OF PALM BEACH } SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

By \_\_\_\_\_ and who is  personally

known to me or  produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_  
(Notary Public)

(SEAL)

**THE CITY OF LAKE WORTH**

**PARTIAL RELEASE OF LIEN - Subcontractor**

The undersigned lienor, in consideration of the partial payment in the amount of \$ \_\_\_\_\_ hereby waives and releases its lien and right to claim a lien of labor, services or materials furnished from

\_\_\_\_\_, 20 \_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_ to:  
(Insert date) (Insert date)

Contractor Company Name

On the job of THE CITY OF LAKE WORTH for the construction of:

Sealed Bid/Project No. \_\_\_\_\_

Project Name \_\_\_\_\_

This release does not cover any retention of labor, services, or materials furnished after the date specified. Dated on \_\_\_\_\_, 20\_\_\_\_

Lienor's Name: \_\_\_\_\_ (SEAL)  
(company name)

Signed By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA }  
COUNTY OF PALM BEACH } SS:

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a Notary Public

appeared \_\_\_\_\_ of \_\_\_\_\_ who

acknowledged that he/she executed the above PARTIAL RELEASE OF LIEN on behalf of the Corporation and its free act deed.

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

\_\_\_\_\_  
Print, Type, or Stamp Name of Notary

Personally Known \_\_\_\_\_

Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**THE CITY OF LAKE WORTH**

**PARTIAL RELEASE OF LIEN-Contractor**

The undersigned lienor, in consideration of the partial payment in the amount of \$ \_\_\_\_\_ hereby waives and releases its lien and right to claim a lien of labor, services or \_\_\_\_\_ materials \_\_\_\_\_ furnished \_\_\_\_\_ from \_\_\_\_\_, 20 \_\_\_\_ through \_\_\_\_\_, 20 \_\_\_\_:  
(Insert date) (Insert date)

On the job of THE CITY OF LAKE WORTH for the construction of:

Sealed Bid/Project

NoNo. \_\_\_\_\_

Project Name \_\_\_\_\_

This release does not cover any retention of labor, services, or materials furnished after the date specified. Dated on \_\_\_\_\_, 20 \_\_\_\_

Lienor's Name: \_\_\_\_\_ (SEAL)  
(company name)  
Signed By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA }  
COUNTY OF PALM BEACH } SS:

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, a Notary Public appeared \_\_\_\_\_ of \_\_\_\_\_ who

acknowledged that he/she executed the above PARTIAL RELEASE OF LIEN on behalf of the Corporation and its free act deed.

\_\_\_\_\_  
Signature of Notary Public Print, Type, or Stamp Name of Notary

Personally Known \_\_\_\_\_ Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**THE CITY OF LAKE WORTH**  
**FINAL RELEASE OF LIEN- Subcontractor**

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_ (subcontractor company name)

for and in consideration of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(total amount of contract)

paid to me/us by \_\_\_\_\_, the contractor for the City of Lake Worth, Florida, on the project listed below, receipt of which is hereby acknowledged, do hereby release and waive all liens, lien rights, claims or demands for labor, services or materials of any kind whatsoever which I/we now have or might have against the property, building, and/or for any incidental expense for the construction of

\_\_\_\_\_ (project name) \_\_\_\_\_ (project number)

\_\_\_\_\_ (property address)

or in otherwise improving said property.

The undersigned acknowledges that, under Florida law, the contractor, owner and other parties have a right to rely upon this waiver and release and that making any false statements shall constitute perjury and punishment can be made in accordance with the provisions of the law.

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

\_\_\_\_\_ (subcontractor company name)

By \_\_\_\_\_

WITNESS:

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

\_\_\_\_\_ Title \_\_\_\_\_

STATE OF FLORIDA }  
COUNTY OF PALM BEACH } SS:

The foregoing Release was acknowledged before me this \_\_\_\_\_ day of  
200\_\_ by \_\_\_\_\_, who is  personally known to  
me or  produced \_\_\_\_\_ as identification and who did not  
take an oath.

(Seal)

\_\_\_\_\_  
Notary Public  
Commission Number \_\_\_\_\_

***THE CITY OF LAKE WORTH***

**FINAL RELEASE OF LIEN**

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_ (contractor company name)

for and in consideration of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(total amount of contract)

paid to me/us by the City of Lake Worth, Florida, receipt of which is hereby acknowledged, do hereby release and quit claim to the City of Lake Worth, Florida, the Owner, its successors or assigns, all liens, lien rights, claims or demands of any kind whatsoever which I/we now have or might have against the property, building, and/or for any incidental expense for the construction of

\_\_\_\_\_ (project name) \_\_\_\_\_ (project number)

\_\_\_\_\_ (property address)

thereon or in otherwise improving said property.

IN WITNESS WHEREOF I have hereunto set my hand and seal this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(SEAL) (contractor company name)

By: \_\_\_\_\_  
(name)

Title: \_\_\_\_\_

STATE OF FLORIDA }  
COUNTY OF PALM BEACH } SS:

\_\_\_\_\_ personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_, and acknowledged before me that he/she executed the foregoing Partial Release of Lien. I relied upon the following form of identification:

- \_\_\_\_\_ personally known to me;
- \_\_\_\_\_ produced drivers license \_\_\_\_\_
- \_\_\_\_\_ other (describe) \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
[Seal:]