

# BID DOCUMENTS

**TOWN OF LAKE PARK**  
535 Park Avenue  
Lake Park, FL 33403



**PROJECT:**  
**PBSO Covered Carport**

700 Park Avenue  
Lake Park, FL 33403

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## **Invitation to Bid #105-2024**

Date of Bid Advertisement:	<b>Sunday, March 17, 2024</b>
Post Bid Documents on DemandStar	<b>Monday, March 18, 2024</b>
Non-Mandatory Pre-Bid Meeting:	<b>Wednesday, April 03, 2024 at 11:00 AM</b>
Questions Submit-by Date:	<b>Wednesday, April 10, 2024, 4:00 PM</b>
Bid Due Date:	<b>Thursday, April 18, 2024 at 2:00 PM</b>

**All times Eastern Standard Time.**

## **PROJECT DATA**

Project Title: PBSO Covered Carport  
Town of Lake Park, Florida

Project Number: Town Bid No. 105-2024

Project Location: 700 Park Avenue  
Lake Park, Florida 33403

Project Owner: Town of Lake Park

Town Commission: Roger Michaud, Mayor  
Kimberly Glas-Castro, Vice Mayor  
Mary Beth Taylor, Commissioner  
Judith Thomas, Commissioner

Owner's Representative: John D' Agostino  
Town Manager  
535 Park Avenue  
Lake Park, Florida 33403  
Phone: (561) 881-3304  
Fax: (561) 881-3314

Project Manager: John Wille  
Capital Projects Manager  
650 Old Dixie Highway  
Lake Park, Florida 33403  
Phone: (561)881-3345  
Fax: (561)881-3349

**END OF PROJECT DATA**

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### OTHER DOCUMENTS:

**EXHIBIT A:** PBSO Covered Carport Proposed Layout

**EXHIBIT B:** Scope of Work

**EXHIBIT D:** Required Bid Forms

## NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida will be accepting bids for:

### **PBSO Covered Carport Invitation to Bid No. 105-2024**

The Town of Lake Park has a partnership with the Palm Beach County Sheriff's Office to provide policing services for the Town of Lake Park. The sheriff's office operates out of a facility owned and managed by the Town of Lake Park.

Routine maintenance, preventive maintenance and facility improvements are the responsibility of the Town.

PBSO has expressed a desire to implement improved perimeter security around the facility, the first of these being up-graded security fencing at the perimeter of the project.

PBSO has a need for covered parking of the parking stalls adjacent to the micro-wave tower. The area encompasses 5 parking stalls. The Town of Lake Park as part of their capital improvements program is looking to provide the needed covered parking.

This Invitation to Bid is the solicitation of competitive bid pricing for the covered parking work. Included, as part of this invitation is Exhibit A, covered carport proposed layout, Exhibit B, a project scope of work and Exhibit C, the project bid forms to be submitted.

The project address is 700 Park Avenue, Lake Park, Florida 33403 and is located at the NE corner of Park Avenue and 6<sup>th</sup> Street.

### **Project Documents**

Bid documents will be available **Monday, March 18, 2024 at 10:00 am EST**, and can be accessed through the Town of Lake Park website at [www.lakeparkflorida.gov](http://www.lakeparkflorida.gov) or by contacting the Town of Lake Park's Town Clerk office or through the DemandStar website, [www.demandstar.com](http://www.demandstar.com).

### **Bid Response**

Bid proposals can be submitted and received at the Lake Park Town Clerks office or can be submitted through the demandstar website [www.demandstar.com](http://www.demandstar.com).

**All bids can be submitted until 2:00 p.m. EST, on Thursday, April 18, 2024**

Bids are to be submitted on the bid forms included in the Bid Documents package. (See Exhibit C).

### **Non-Mandatory Pre-Bid Meeting**

Date and Time: Wednesday, April 03, 2024 at 11:00 a.m. EST

Location: Town Hall Commission Chambers Room / 535 Park Avenue / Lake Park, FL 33403

## **BID SUBMITTAL REQUIREMENTS**

### **PBSO COVERED CARPORT Invitation to Bid No. 105-2024**

Bid responses can be **submitted either by 1)** delivering a hard-copy of the bid package to the Town of Lake Park Town Clerks office or can be **submitted by 2)** up-loading an electronic bid package submittal to the DemandStar website ([www.demandstar.com](http://www.demandstar.com)), Bids will be received at either location **until 2:00 p.m. EST, on Thursday, April 18, 2024.**

All bid prices shall be guaranteed firm for a minimum of sixty (60) calendar days after the submission of the bid. No bidder may withdraw his bid within sixty (60) calendar days after the bid opening date.

Bid security in the form of a Bid Bond acceptable to the Town or Cashier's Check made payable to the "Town of Lake Park" in an amount equal to five percent (5%) of the bid, will be required. Guaranty Bonds in the form of Performance Bond and a Payment Bond, in an amount equal to 100% of the contract will be required if the cost exceeds \$100,000.00. The Surety Company shall have at least the minimum ratings of A-, Class VI or higher, as described in the Instructions to Bidders.

Bids will be opened and read aloud in the Town of Lake Park Commission Chambers after 2:00 p.m. EST, on Thursday, April 18, 2024.

Award of bid will be made at a Town Commission meeting.

All bidders/proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposals, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All bidders/proposers are advised that the Town will not supply or sell materials to bidders/proposers in connection with submission or preparation of bids, or any other matter, including but not limited to envelopes, labels, or tape.

Bidders/proposers shall demonstrate successful performance of projects of a similar magnitude, scope, value and trade as this project.

The Town Commission of the Town of Lake Park reserves the right to reject any and all bids, to waive any informality in a bid and to make awards in the best interests of the Town.

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Vivian Mendez, MMC  
Town Clerk  
Town of Lake Park, FLORIDA  
Published on: March 10, 2024  
Palm Beach Post

## **BIDDER'S UNDERSTANDING**

### **PBSO COVERED CARPORT Invitation to Bid No. 105-2024**

Bid responses can be **submitted either by 1)** delivering a hard-copy of the bid package to the Town of Lake Park Town Clerks office or can be submitted by **2)** up-loading an electronic bid package submittal to the DemandStar website ([www.demandstar.com](http://www.demandstar.com)), Bids will be received at either location **until 2:00 p.m. EST, on Thursday, April 18, 2024.**

Please note, no fax, email, or phone bids will be accepted.

**The deadline for submittal of questions and or submittal of a request letter for consideration of an "Approved Equal" product and/or material is Wednesday, April 10, 2024 at 4:00 pm EST.**

**No substitutions will be considered if submitted past this deadline.**

**Submit requests and support documentation to the Town Clerk.**

### **PRE-BID CONFERENCE**

There is a **NON-MANDATORY** pre-bid conference/site inspection scheduled for this project to be held on Wednesday, April 03, 2024 at 11:00 a.m. at the Town Hall Commission Chambers, Lake Park Florida.

Town representatives will assemble at the Commission Chambers to provide a description of the project, project requirements, including Davis-Bacon requirements, answer questions, and to clarify any inconsistencies. All companies wishing to submit bids are encouraged to attend or be represented at the pre-bid meeting.

Immediately following the pre-bid meeting, interested companies will have the opportunity to inspect the site, familiarize themselves with the requirements and to insure all items affecting the bidding/costing of the project are considered.

### **PURPOSE OF BID:**

**The sole purpose of this bid is to solicit pricing that will lead to a contract for the furnishing and installation of a carport structure at the PBSO Sub-Station.**

No Bid may be withdrawn for a period of sixty (60) calendar days after the scheduled closing for the receipt of bids.

**DELIVERY:**

Delivery of all products and services shall be F.O.B. Destination. All charges for freight, delivery and off-loading shall be included in the bid price. All products and services must be delivered as bid. Any required return of products delivered in error or in a condition not conducive to the requirements of the project or suitable to the Town, shall be done so at no cost to the Town, and shall not delay the completion of the project.

It is agreed by the Bidder that by signing and delivering its bid, it is accepting the terms, conditions and specifications contained in the Invitation for Bid. Upon contract award, the Town will issue the Contract Agreement Form for signature, which represents the agreement between the parties, and the precedence of terms, if a conflict exists. Bidder agrees **not to** commence work without the following:

- Fully executed Contract Agreement Form
- Providing the Town of Lake Park with proof of proper licensure to perform this work, and properly registering as a vendor (if not already registered)
- Approved permit for the project
- Receipt of a Town Purchase Order, referencing the project
- Submit to Town a Payment and Performance Bond if the project exceeds \$100,000.00
- Notice to Proceed (NTP) issued from the Town  
(issuance of a Purchase Order will serve as the NTP unless otherwise agreed.)

**REQUIRED BID PROPOSAL SUBMITTAL ITEMS:**

**By signing the Bid Form, Contractor accepts all the terms and conditions which are expressed in this solicitation. Contractor is required to submit the following: (see Exhibit J)**

**Submit one (1) copy of the completed bid forms as listed below.**

- Bid Submittal Page
- Acknowledge Addenda #\_\_\_\_\_ (if issued)
- Schedule of Bid Items
- Conflict of Interest Disclosure Form
- Notice of Public Entity Crimes Law
- Drug Free Workplace Cert. (signed)
- Truth-In Negotiations Certificate
- List of References
- List of Subcontractors
- Bid bond (minimum of 5% of total bid - if applicable)
- Proof of Existing Insurance Coverage
- Licenses/Certifications (copies of applicable licenses)
- Clarifications / Exceptions Sheet (if any)

**END OF BIDDER'S UNDERSTANDING**

## INSTRUCTIONS TO BIDDERS

### 1. BIDDER'S UNDERSTANDING(Additional)

Bidders shall visit the work site to ascertain by inspection pertinent local conditions. They must also carefully examine all plans, specifications, terms, and conditions prior to submitting bids on the work to be completed. Failure to familiarize one-self with the site conditions will in no way relieve the Bidder from responsibility in fulfilling the contract.

The attention of Bidders is called to the necessity of being familiar with the various Federal, State and Local laws affecting the prosecution of the work.

### 2. BOND REQUIREMENTS

A. **BID BOND** - If your bid price to perform the requirements of this solicitation are equal to or greater than \$100,000.00, then a project Performance and Payment Bond will be required for the project and you will be required to submit a bid bond with your bid submittal in an amount equal to five percent (5%) of the bid total. The Town accepts, as fulfillment of this requirement, a certified check or a cashier's check made out to The TOWN OF LAKE PARK (referencing the project), or a construction bid bond. The bid bond must be a valid construction bid bond, reflecting the project name, the Obligee (The TOWN OF LAKE PARK), the principal (Bidder), and the Surety (bonding company or firm). The bid bond must be accompanied, by a valid Power of Attorney, reflecting the true and lawful Attorney(s)-in-Fact, authorized/appointed to execute, seal and acknowledge on behalf of the Surety all bonds, undertakings, contracts and other written instruments in the nature thereof, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

B. **PERFORMANCE AND PAYMENT BONDS-** (separate bonds) see 'Contract Agreement Information' section. Only applicable if project exceeds \$100,000.00

### 3. PREPARATION OF BIDS

4. Bid responses can be **submitted either by 1)** delivering a hard-copy of the bid package to the Town of Lake Park Town Clerks office or can be submitted by **2)** up-loading an electronic bid package submittal to the DemandStar website ([www.demandstar.com](http://www.demandstar.com)), Bids will be received at either location **until 2:00 p.m. EST, on Thursday, April 18, 2024.**

Bids shall be submitted on the form(s) provided. Bid forms must be signed, as identified on forms, by the Bidder or his/her authorized representative.



Bids will be completed in ink or typed, (preferably typed) and signed in BLUE ink by an officer and/or owner of the business possessing the required authority. The bid will include all information requested. Should, any information requested not be provided, or if the bid should be received unsigned on the bidding sheet ('BID FORM'), it will be considered non-responsive and subject to rejection.

Any corrections made to entries on any bid form(s) shall be initialed where changed by the person signing the bid in BLUE ink.

- A. Bidders must quote on all items appearing on the bid form(s) unless specific directions in the advertisement, on the bid form(s), or the specific provisions allow for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, Bidders shall insert the words "No Bid" where appropriate.
- B. A complete list of all subcontractors to be used for this project shall be submitted with the proposal. These subcontractors shall not be changed after the opening of bids without the written approval of the Town of Lake Park. The Town reserves the right to reject any subcontractor and require replacement with an approved subcontractor.

**5. BIDDERS SUBMITTING MORE THAN ONE BID: (NOT APPLICABLE)**

**6. REJECTION OF BIDS**

The Town reserves the right to reject any and/or all bids. Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditional or unauthorized alternate bids, or irregularities of any kind. Additionally, if the Invitation for Bid calls for unit prices, the bid may be rejected if the unit prices reflected on the Bid Form are in excess of or below the reasonable cost analysis values, or if lump sum, bids may be rejected which are significantly greater or lesser than the engineering estimate for the project. The owner reserves the right to waive any informality in bids, at its discretion.

**7. AWARD OF CONTRACT**

- A. If the Town chooses to award a contract, it will be to the lowest responsive and responsible Bidder based on the base bid. The TOWN OF LAKE PARK reserves the right to take into consideration the financial responsibility of the Bidder, proven skill, experience, adequacy of personnel and equipment and facilities, previous satisfactory performance, current and projected workload and other factors which may have a direct effect on the completion of the project.
- B. In case of error in the extension of prices, if unit prices are called for in the bid, the unit bid price shall govern.

- C. If a recommendation of award is made, and the recommended company is unable to provide the required bonds, or any other contract document, or if the recommended company fails in the determination of the Town, to work in good faith toward expeditiously meeting the Town's pre-construction requirements, then the Town reserves the right to cancel the recommendation, and recommend the next-lowest responsible & responsive Bidder or the work may be re-solicited at the Town's option.

**8. GUARANTEE and WARRANTY**

Bidder guarantees that it will use only technically qualified individuals in the performance of this contract and will perform the services in a workmanlike manner. Further, Bidder certifies that it is legally able of offer, technically qualified to perform, and properly licensed to provide the required services to a Florida municipality. Bidder certifies that it's insurance carrier, as reflected on any certificates of insurance submitted with its bid, or subsequent to recommendation of award, is legally able to provide such insurance in the State of Florida, and that the insurance covers the work requested and performed. Labor shall be warranted for a period of three (3) years from the date of substantial completion. Equipment warranties are specified in the technical specifications.

**9. RETURN OF BID SECURITY**

Upon request, bid bonds will be returned to those Bidders which were not awarded a contract as the result of this opportunity. Bid sureties provided by virtue of a certified check or cashier's check shall be available for pickup by all Bidders, with the exception of the recommended Bidder, within five (5) business days after the posted Recommendation of Award. If the recommended Bidder's surety is provided in the form of a certified check or cashier's check it will be available for return upon the delivery of acceptable performance and payment bonds.

**10. EXECUTION OF CONTRACT**

The Contract Agreement Form shall be signed by the Contractor and satisfactory bonds and certificate of insurance furnished within fourteen (14) days after receipt of Notice of Recommendation of Award. In case of failure on the part of the Contractor to comply as required, the bid security (or Bid Bond) accompanying the bid, will be forfeited to the Town. Award may then be made to the next lowest responsible and responsive Bidder, or the work may be re-solicited, at the Town's option.

**11. SUBLETTING OR ASSIGNING CONTRACT**

All awards will be made with the understanding that the work will be performed by the Contractor to whom the award is made, with the assistance of workmen under its direct employment, and the contract shall not be sublet to another contractor except with the prior written consent of the TOWN OF LAKE PARK. In no event will the Contractor

be released from responsibility.

**12. POWER OF ATTORNEY**

Attorney-in-fact who signs Bid Bonds or Contract Bonds must file with such bond a certified copy of their Power of Attorney to sign such bonds (see paragraph 2).

**13. ADDENDA -- CHANGES WHILE BIDDING**

**It is the responsibility of all Bidders to ascertain whether addenda have been issued pertinent to this Invitation for Bid by reviewing the documents posted on the DemandStar website or by contacting the Town of Lake Park TOWN CLERK (561) 881-3311, prior to the bid submittal deadline. Failure to acknowledge all Addenda may result in rejection of your bid as non-responsive.**

No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any Bidder orally. Every request for such interpretation should be in writing (email preferred) and must be received by the Town Clerk at least nine (9) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed or faxed, or transmitted via email, to all companies known to have received a copy of the Invitation for Bid. Failure of any Bidder to receive any such addendum shall not relieve any Bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the original bid document. Town Clerk email address: [vmendez@lakeparkflorida.gov](mailto:vmendez@lakeparkflorida.gov)

Questions pertaining to the specifications and/or any issues relating to the bid should not be directed to any department other than that of the Town Clerk. Should the Bidder acquire information from any source other than the Town Clerk and decide to use that information in the bid response, the Bidder does so at its own risk.

**14. PROTEST PROCEDURE**

Protests may only be filed by a firm which has submitted a timely bid, as in accordance with the Town's protest procedures as fully described in the Town's purchasing ordinances.

**15. FEDERAL AND STATE TAX**

The TOWN OF LAKE PARK is exempt from sales tax. Upon request, the authorized agent of the Town will provide an exemption certificate to the successful Bidder. Vendors or contractors doing business with the TOWN OF LAKE PARK shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any vendor/contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

**16. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT**

## **AGENCIES**

If awarded a contract, the successful Bidder may offer to perform the same or similar work for other governmental agencies within the State of Florida ('piggyback' of contract), should the Bidder deem it is in its best interest to do so.

### **17. 'DRUG FREE WORKPLACE CERTIFICATION'**

In compliance with Florida Statute (Section 287.087), the attached 'Drug Free Workplace Certification' form must be fully executed and submitted with all bids. Firms which indicate participation in a 'Drug Free Workplace' program will receive preference in the event of a tie bid.

### **18. FLORIDA STATUTES, SECTION 287.133, PARAGRAPH (2) (a): ('PUBLIC ENTITY CRIMES')**

'A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.'

### **19. LIQUIDATED DAMAGES**

The Contractor shall pay to the Town, as damages for non-completion of the work within the time stipulated for its completion, Fifty Dollars (\$50.00) for each and every calendar day exceeding the stipulated time of completion. This sum is hereby agreed upon, fixed, and determined by the parties hereto as liquidated damages that the Town will suffer by reason of such default and not by way of penalty. The Town is hereby authorized to deduct any liquidated damages from payments due to the Contractor. The calculation of the number of days the contractor has worked on the project will begin on the latter of the day a permit is approved and issued to the contractor, or the start date as agreed at the designated pre- construction meeting. From that day, the number of calendar days as shown on the contractor's submitted bid form will be added, creating a firm end date. Any work performed beyond the end date is subject to the assessment of liquidated damages (\$50/day) for each calendar day, unless an appropriate extension is requested and approved by the Town in writing. Substantial completion shall be the date the certificate of occupancy (C of O) is issued.

**20. CONTRACT TIME**

The contractor shall submit shop drawings for all products and materials to the Public Works Department within fifteen (30) business days of receipt of a Town Purchase Order. Once the contract start date is established, and a Notice to Proceed has been issued, the contract will be considered in-process as of the start date, and the count as to the number of days for completion of the project, will have commenced.

The number of days within which the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

The contract time is currently set at 90 calendar days to substantial completion, plus 30 days to final completion from the date of contract time commences (120 days' total contract time).

**21. PAYMENT**

In keeping with Florida Statute 218.735, payment for an accurate and accepted application for payment on a construction contract is due ***20 days after it is stamped as "received" by the Town.*** If an "Agent", meaning a professional service company under contract to the Town to provide construction- phase services in support of the project is engaged, then payment is due the contractor within twenty-five (25) days of being stamped as "received" by the Agent. Application(s) for payment should be sent to the Project Manager, John Wille, located at 535 Park Avenue, Lake Park, FL 33403, who will ensure that each application for payment is reviewed for accuracy, and then authorize the payment of the invoice, or the return of an unacceptable invoice. AIA document G-702 shall be used for the payment application format. NO PAYMENT WILL BE MADE FOR STORED MATERIALS.

**22. APPROVAL OF ACCOUNTING SYSTEM**

Except with respect to firm fixed-price contracts, no contract type shall be used unless the Town has determined in writing that:

- A. The proposed contractor's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and
- B. The proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted cost accounting principles.

**23. RIGHT TO INSPECT**

The Town may, at reasonable times, inspect any part of the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of any contract awarded or to be awarded by the Town.

**24. RIGHT TO AUDIT RECORDS**

- A. **Audit of Cost or Pricing Data:** The Town may, at reasonable times and places audit the books, documents, papers and records of any contractor who has submitted cost or pricing data to the extent that such books, documents, papers and records are pertinent to such cost or pricing data. Any person who receives a contract, change order or contract modifications for which cost, or pricing data is required, shall maintain such books, documents, papers and records that pertinent to such costs or pricing data for three (3) years from the date of the final payment under the contract.
- B. **Contract Audit:** The Town shall be entitled to audit the books, documents, papers and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. Such books, documents, papers and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.
- C. **Contractor Records:** If a contract is being funded in whole or in part by assistance from a Federal agency, then the contract shall include provisions:
  - 1. Requiring the contractor and subcontractor at any tier to maintain for three (3) years from the date of final payment under the contract all books, documents, papers and records pertinent to the contract; and requiring the contractor and subcontractor, at any tier, to provide to the Town, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers and records for the purposes of examining, auditing and copying them.

**25. ADDITIONAL INFORMATION**

Requests for additional information should be referred to Vivian Mendez, Town Clerk, email address: [vmendez@lakeparkflorida.gov](mailto:vmendez@lakeparkflorida.gov).

**26. APPROVED EQUAL CONSIDERATION**

Any reference to brand names in this bid solicitation is for informational and reference purposes only. Substitutions of Approved Equal components will be considered. "Approved Equal" means equal to the performance, utility, function and must be representative of the component depiction, features, benefits, space requirements, fall height and warranty as indicated on the plan sheets as determined by the Town's Public Works Director or designee.

**END OF INSTRUCTIONS TO BIDDERS**

**CONTRACT AGREEMENT INFORMATION**

**1. FORM**

This Contract Agreement Information section provides information that will be included as part of the Agreement to be executed between the Town and the Contractor for this project. This Agreement will be separate document that will include this Invitation to Bid document with all of its language.

**2. GENERAL CONDITIONS**

“STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT” prepared by the Engineers' Joint Contract Documents Committee, Latest Edition, shall provide the general guidance in the execution of this contract.

**3. SUPPLEMENTARY GENERAL CONDITIONS**

The following conditions modify or are in addition to the 'General Conditions' noted in #2 above. Where any portion of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

**4. PRELIMINARY MATTERS**

**BEFORE STARTING CONSTRUCTION:**

The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved shop drawings or Product Data for such portion of the Work.

**5. INSURANCE REQUIREMENTS**

**CONTRACTOR'S INSURANCE:**

Contractor shall not commence work or make deliveries to the project site until satisfactory proof of insurance coverage ('Certificate of Insurance') is provided to the Town. Certificate of Insurance shall be submitted to Town within fourteen (14) days of contract award notification (see INSTRUCTIONS TO BIDDERS, paragraph 9).

The types and limits of liability for the insurance required shall provide coverage for not less than the following amounts:

- A. Worker's Compensation:
  - 1. State Statutory Limits
  - 2. Employer Liability                      \$1,000,000.00
  
- B. Commercial General Liability:  
(Including Premises -- Operations: XCU, Products- Completed Operations, Personal & Advertising Injury; Contractual Liability; Contractor's Protective; Broad Form Property Damage)

1. Bodily Injury and Property Damage, Combined Limit	
Each Occurrence	\$1,000,000.00
Annual Aggregate per job/contract	\$2,000,000.00

C. Comprehensive Automobile Liability: (Owner-leased-non-owned & hired)

1. **Bodily Injury:**

Each Person	\$1,000,000.00
Each Accident	\$1,000,000.00

2. **Property Damage:**

Each Occurrence	\$1,000,000.00
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- D. Additional liability coverage for Town shall be provided by endorsement as "Additional Insured" (ISO Form CG 2010) on Contractor's General Liability Policy. Add the following names:           Owner           **TOWN OF LAKE PARK**
- E. If Contractor's vehicles will operate on Town property, Town must be named as "Additional Insured" on Automobile Liability policy.
- F. All insurance shall contain a provision, to be noted on the certificate of insurance, that coverage will not be canceled, materially changed or renewal refused until at least thirty days (30) prior written notice has been given to Town's Human Resources Director (fax (561)881- 3314).
- G. The Contractor's General Liability Policy "other insurance" clause shall be amended to reflect coverage under this policy shall be primary.
- H. No work shall commence until the Town has received and approved certificates of insurance, including copies of the policy endorsements reflecting the additional insured, cancellation, and primary coverage terms. The certificate(s) shall also reference the Project Name/Title to which the certificate applies.

6. **CONTRACTOR'S RESPONSIBILITIES**

The Contract Documents are intended to communicate the nature of the design, concept and scope of the work. The Contractor shall be responsible for the construction and coordination of the parts and all systems shall be complete, compatible, and fully functional without additional costs.



**7. PAYMENTS TO CONTRACTOR AND COMPLETION**

The Town may employ an engineer or any other professional consultant with the appropriate knowledge and expertise of the work to perform inspections and approve applications for payments on this project. The Town will communicate at the pre-construction meeting the specifics regarding whom to send applications for payment, the roles of each party, etc. As an approved permit is required prior to the commencement of the work outlined in this solicitation, final payment will NOT be made until all requested work has been performed and accepted by the Town, the Contractor has passed a final inspection in accordance with the permit and all paperwork required by Palm Beach County is complete.

**8. PERFORMANCE AND PAYMENT BONDS**

All bonds must be submitted by the Bidder awarded the contract. However, Performance and Payment bonds shall NOT be required if the contract amount is under \$100,000.00.

The contractor will be required to furnish a payment bond and a performance bond, executed by a surety company duly authorized to do business in the State of Florida, and on the approved U.S. Treasury List of Bonding Companies, in an amount at least equal to 100% of the contract price, as security for the faithful performance of this contract and as security for the payment of all persons performing labor and furnishing materials in connection with this contract. Performance and Payment Bonds shall be submitted to the TOWN OF LAKE PARK within fourteen (14) calendar days of bid award notification.

**9. HOLD HARMLESS AND INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the Town, its employees, agents and servants against any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly. The Town of Lake Park shall be named as an additional insured on the Certificate of Insurance.

If the Town defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the Town for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**10. CONTRACT TERMS**

The contract shall include, but not be limited to, the following:

- A. All terms, conditions, plans, and specifications of this bid.
- B. Lump sum total for the project, as well as a schedule of bid item prices, and/or as indicated on the bid form, for all goods/services required of this project, or for those applied to additional work above and beyond the original scope.
- C. Bidder agrees that terms of the contract shall provide that the Town retains ownership rights to all documents prepared by the Contractor during the course of the contract.

These documents shall become 'Public Record'.

**11. WAIVER**

It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

**12. SURVIVORSHIP OF BENEFITS**

This contract shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors, and assigns.

**13. ENTIRE AGREEMENT**

This contract (consisting of the bid, any Addenda, contractor's bid, the Contract Agreement Form), states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements are merged herein or superseded hereby. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties. The products/services required of this contract will be officially "ordered" through the issuance of a Purchase Order.

**Contractor shall NOT commence work until they have been issued a signed Purchase Order from the TOWN OF LAKE PARK and a notice to proceed.**

**14. SEVERABILITY**

If any term or provision of this contract is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

**15. TERMINATION**

Once the contract has been awarded, it may be terminated by the Town without cause upon providing contractor with at least thirty (30) days prior written notice.

Should either party fail to perform any of its obligations under this contract for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

If the Town elects to terminate for convenience (without cause), or with cause, subsequent to the termination language above, the Town may seek the services of the next-lowest

Bidder, or that Bidder which in the sole determination of the Town, offers the Town the most advantageous opportunity to complete the project.

**16. PERMITS, TAXES, LICENSES**

Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to the business to be carried on under this contract. The contractor will be required to file a Notice of Commencement.

**17. MANNER OF PERFORMANCE**

Contractor agrees to perform its duties and obligations under this contract in a professional and workmanlike manner, in accordance with all applicable local, federal and state laws, rules, and regulations. Contractor agrees that the services provided under this contract shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish the Town with any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Contractor further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Contractor to comply with this paragraph shall constitute a material breach of this contract.

**18. ATTORNEY FEES**

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

**END OF CONTRACT AGREEMENT INFORMATION**

**PBSO Covered Carport  
Invitation to Bid No. 105-2024**

## SCOPE OF WORK

### Contractor Mobilization:

- The PBSO facility is to remain open and operational during covered carport installation work. Contractor to provide barricades / cones / caution ribbon as required to provide maintenance of pedestrian traffic and vehicular traffic during construction operations.
- Contractor shall secure building permit through the Town of Lake Park Community Development before commencing with work;
- Contractor shall provide on-site port-o-let sanitary facilities for use by project workers.

### Demolition:

- Contractor shall strip, clear or remove existing vegetation and/or asphalt that might impeded the carport installation effort. Contractor shall properly dispose of waste materials off-site or in construction dumpster.
- Contractor shall restore disturbed area to original condition.

### Covered Carport Construction:

- Furnish labor, materials, and equipment required to fabricate and install a covered carport approximately 55'-0" long x 22'-0" wide; enough of comfortable cover 5 parking stalls.

*NOTE: Contractor to verify and bid from their own confirmed measurements*

- Carport structure shall include:
  - \*\* solid roof component (insulated aluminum or equal). Substitutions are accepted by need to be submitted for review and approval ahead of bid submission)
  - \*\* Supporting column posts; minimum 4" x 4" aluminum or steel. Wood is not acceptable.
  - \*\* Posts shall be ground mounted with to concrete footing.
  - \*\* Support beams along front and rear attached to column posts.
- Columns / posts, beams and roof edge trim shall be color white.

*NOTE: Contractor shall submit product information for review and approval before commencing with installation.*

## END OF SCOPE OF WORK

