

## **LAUDERDALE-BY-THE-SEA INVITATION TO BID #13-05-02**

### **PART I – GENERAL PROVISIONS AND SAMPLE CONTRACT**

#### **A. INTRODUCTION**

All interested parties are hereby notified that Lauderdale-By-The-Sea (the “Town”) is accepting sealed bids for **Public Safety Building Roofing Project** (the “Project”). The Town wishes to rehabilitate the existing roof of the Public Safety Building, which is located at 4513 Ocean Drive adjacent to Jarvis Hall. The proposed work will be limited to re-roofing the existing roof of the building. The Town needs to obtain bid proposals from licensed roofing contractors via a public bid advertisement through the Town’s procurement process.

The Project consists of all labor, materials and equipment for the work described herein and more particularly described in Part II of this Invitation to Bid (the “Work”). Bids (which are referred to herein as “bids” or “proposals”) shall be evaluated on a unit price basis and may be segregated for portions of the Work as specified in Part II hereof; however, a total base bid must be specified. Bid security in the amount of five percent (5%) of the total base bid amount must accompany the proposal in accordance with the Instructions to Bidders, part “B” below. The term “Bidder” is used herein to refer to any person or entity submitting a bid to the Town. The term “Contractor” is used herein to refer to the successful Bidder who receives a Notice of Award or executes a contract for the Work.

Bid documents may be examined at Town Hall (4501 Ocean Drive), by notification of the Town Clerk. Bid documents will be available for download on the Demand Star website: [www.demandstar.com](http://www.demandstar.com).

**All proposals must be submitted in sealed envelopes to the Town Clerk on or before Thursday June 27, 2013 2PM local time.** Envelopes must be clearly marked: **ITB“BID #13-05-02 FOR PUBLIC SAFETY BUILDING ROOF PROJECT”** Any bid received after this time shall not be considered. Bid opening will be held immediately thereafter in the Office of the Clerk.

The Town reserves the right to reject any or all bids and to waive informalities (except timely submission of bids) in any bids received, to re-advertise for bids or to take any other such actions that may be deemed in the best interests of the Town.

#### **B. INSTRUCTIONS TO BIDDERS**

##### **1.0 PRE-BID CONFERENCE:**

- 1.1 A **voluntary pre-bid meeting** will be held at **Town Hall (4501 Ocean Drive) 9:00 A.M. on June 14, 2013**. All attendees to the pre-bid meeting will be provided with the opportunity to conduct an inspection of the existing roof at the Public Safety Building.

## 2.0 EXAMINATION OF DOCUMENTS AND SITE

Bidders shall examine the existing Project site and surrounding area, including but not limited to the configuration, construction, and conditions of the existing roof of the Public Safety Building, to determine all conditions that will affect the Work and become familiar with the nature and extent of Work to be performed and local conditions that may affect the Work. Please contact **Don Prince, Director of Municipal Services, at 954-275-0908** or at [donp@lbts-fl.gov](mailto:donp@lbts-fl.gov) via email to schedule a site inspection of the existing roof at the Public Safety Building prior to the submittal of your bid.

- 2.1 It is the Bidder's responsibility to become fully informed as to the existing conditions at the Project site and to factor any and all costs of these conditions and/or risks associated therewith into the bid.
- 2.2 Bidders shall thoroughly examine the bidding documents, plans and specifications, the sample contract, and any other documents which may be applicable to the Work or Project. Specifications for the Project are incorporated in Part II hereof.
- 2.3 A sample contract has been included (part "E" below) with this Invitation to Bid. The Town is not bound by this sample document and reserves the right to modify the final contract.

## 3.0 INTERPRETATION OF BIDDING DOCUMENTS

- 3.1 All inquiries, clarifications or interpretations of the bidding documents must be made in writing and received at least seven (7) days prior to the date for receipt of the bid, by mail to: **Don Prince 4501 Ocean Drive Lauderdale By The Sea** or by fax to: **954-640-4236** or by e-mail to: **donp@lbts-fl.gov**.
- 3.2 Any modification or interpretation of the bidding documents will be made by written addendum. The Town will attempt to provide a copy of any written addenda to all who are recorded by the Town as having received a complete set of bidding documents.
- 3.3 Interpretations or modifications of bidding documents made in any manner other than by written addendum will not be binding. No oral interpretations or clarifications shall be binding.
- 3.4 A Bidder, prior to submitting his bid, shall ascertain that he has received all addenda issued, and shall acknowledge receipt by enclosing a signed copy of each addendum with the bid form.

## 4.0 BID PREPARATION AND SUBMITTAL

- 4.1 The Bidder shall submit his bid or proposal on the forms provided by the Town with all blanks filled in by typewriter or written in ink.
- 4.2 The Bidder shall write the total base bid amount in both words and figures. In case of a discrepancy between the two, the amount written in words shall govern.
- 4.3 The Bidder shall **submit one (1) original and two (2) copies of the bid**. The bid shall indicate whether the Bidder is a sole proprietor, a partnership, a corporation, or other legal entity. The bid shall include:
  - 4.3.1 **Bid Form;**
  - 4.3.2 **Bid Bond;**
  - 4.3.3 **Contractor's Qualification Statement;**
  - 4.3.4 **Any Addenda;**
  - 4.3.5 **Copy of General Contractor's Licenses, if applicable;**
  - 4.3.6 **Evidence of Insurance.**
- 4.4 If the proposal is made by an individual, the Bidder's name and address of place of business shall be shown. If the proposal is made by an entity, the name and address of the individual(s) authorized to bind the firm or partnership shall be shown. If the proposal is made by a corporation, the individual executing the bid shall show the name of the state under the laws of which the corporation is chartered and the names and business addresses of its corporate officers. Anyone signing the proposal as agent shall include in the bid legal evidence of his/her authority to do so.
- 4.5 **The Bid shall be enclosed in a sealed opaque envelope**, addressed to the attention of the Town Clerk. **The envelope shall be further identified with the Project name and number, the Bidder's name and address, and the word "BID".**
- 4.6 The Bidder shall deposit the bid at the designated location provided on the Invitation to Bid on or before the time and date for receipt of bids. Bids received after the time and date indicated for receipt of bids will not be accepted. Bidder is advised that delivery services may not be timely. It is the Bidders responsibility to ensure delivery prior to the required date and time.
- 4.7 The Bidder shall be registered as a contractor with the Town's Building Department following Notice of Award by Town.

## 5.0 BID BOND

- 5.1 Each bid shall be accompanied by a certified or cashier's check drawn on a national or state bank, or an acceptable bidders bond, payable unconditionally to Town, in an amount of five percent (5%) of the amount of the total base bid, as a guarantee that the Bidder will, if award is made, execute a contract for the Work

for the bid amount and furnish any required certificates of insurance and bond documents as required herein. The bid bond shall be made payable to Town.

## 6.0 QUALIFICATIONS OF BIDDERS

- 6.1 Each Bidder shall complete the Contractor's Qualifications Statement provided herein, along with any other evidence of satisfactory experience, past performance and ability to perform the Work, and shall submit the same with the bid. Failure to submit the Qualifications Statement and all other documents required hereunder will constitute grounds for rejection of the bid as non-responsive.
- 6.2 The Bidder may be disqualified and the bid rejected for any of the following reasons, which are by example and not limitation:
  - 6.2.1 The bid is not responsive.
  - 6.2.2 Reason to believe that collusion exists among Bidders.
  - 6.2.3 Determination of lack of responsibility or competency as may be revealed by qualification statements, financial statements, experience records or other evidence.
  - 6.2.4 The Bidder's uncompleted work load, which in the judgment of the Town may cause detrimental impact on prompt completion of this Project.
  - 6.2.5 The Bidder is or has been involved in any litigation against the Town.
  - 6.2.6 The Bidder has defaulted on any previous contract, or is in arrears on any existing contract on any public or private matters.
  - 6.2.7 The submittal of more than one bid from an individual, firm, partnership, corporation or association under the same or different names.
  - 6.2.8 The Bidder's previous work with the Town has resulted in claims from third parties or subcontractors.
- 6.3 The Town reserves the right to make a pre-award inspection of the Bidder's facilities and equipment prior to award.
- 6.4 It is a requirement of this bid that there are no related party transactions between the Bidder and any employee, agent or contractor of the Town. Any Bidder who is a related party, as described herein, will be considered non-responsive and the proposal and the bid bond will be returned. A Bidder will be considered a related party if the Bidder has an ownership interest or is in any way related to an employee, agent, consultant or contractor, and can influence the management or operating policy of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests.
- 6.5 PUBLIC ENTITY CRIMES ACT - In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, 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 the Town, 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 or real property to the Town, 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 the Town in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the bid, termination of the contract, and may cause Contractor debarment.

## 7.0 AWARD OF CONTRACT

- 7.1 The award of the contract will be to the lowest responsive and responsible Bidder, whose qualifications indicate the award will be in the best interest of the Town and whose bid complies with the requirements of these specifications. In no case will the award be made until all necessary investigations have been made into the responsibility of the Bidder(s) and the Town is satisfied that the Bidders are qualified to do the Work and have the necessary organization, capital and equipment to carry out the Work within the specified timeframes.
- 7.2 The Town will provide a written notice of the award to the lowest responsive and responsible Bidder. A notice of award does not constitute an offer by the Town and is not a contract. Bidders should note that award selection may be exempt from any local preference described in the Town Code of Ordinances if application of such a preference causes conflict with the requirements of the Project funding source.
- 7.3 Until final execution of contract, the Town reserves the right to reject any and all bids, with or without cause; to waive any informality or irregularity; or to accept the bid which is in the best interest of the Town. A contract is not binding on the Town until it is properly authorized and fully executed.

## 8.0 EXECUTION OF CONTRACT AND CONTRACT DOCUMENTS

- 8.1 A Bidder shall be notified of the Town's selection in writing and shall be provided a contract upon Notice of Award.
- 8.2 A Bidder is required to execute the contract and submit all requested certificates of insurance and performance and payment bonds, as required in the contract, within three business days of receipt of Notice of Award.

## 9.0 FAILURE TO EXECUTE THE CONTRACT

- 9.1 Failure of a Bidder to execute the contract and submit insurance certificates and bonds as required may, At Town's option, result in a draw on the bid bond by the Town. Each Bidder agrees in advance that the Town will likely sustain damages in these circumstances too difficult to ascertain. Accordingly, if the award is forfeited under this section, the amount of the bid bond of the forfeiting Bidder may be retained by the Town, not as forfeiture or a penalty, but as liquidated damages. The Town may, but is not required to award the contract to the next

lowest responsive and responsible Bidder or reject all bids and/or re-advertise the Work.

#### 10.0 RETURN OF THE BID BOND

10.1 All bid bonds of unsuccessful Bidders will be returned after the earlier of: full execution of a contract, or 120 days after the closing date of the bid.

#### 11.0 MODIFICATION AND WITHDRAWAL OF BID

11.1 Prior to the date and time of bid opening, a Bidder may withdraw his bid at any time.

11.2 After the bid opening, no bid may be withdrawn, canceled or modified.

#### 12.0 OPENING OF BIDS

12.1 Bids submitted will be opened publicly and read aloud at the time and place stated in the Invitation to Bid.

12.2 The Bidder agrees to maintain the terms of the bid for 120 days from the date and time of bid opening.

12.3 Bids will be reviewed for responsiveness. Any non-responsive bid may be rejected. Responsive bids shall initially be calculated using the total base bid. Selection of the lowest responsive and responsible bidder may be based upon the base bid or any alternates included.

#### 13.0 CONTRACT TIME AND PERFORMANCE

13.1 The Work to be performed under the contract documents shall be commenced as required in a written Notice to Proceed issued by the Town.

13.2 By virtue of the submission of its bid, Bidder agrees and fully understands that the completion time of the Work is an essential and material condition of the contract and that time is of the essence. The successful Bidder agrees that all Work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. The Work shall be commenced within 7 days after issuance of the Notice to Proceed, substantially completed within 30 days from the commencement of the Work, and fully and finally completed within 30 days thereafter.

13.3 A liquidated damages provision shall be included in the contract.

#### 14.0 GOVERNING LAWS AND REGULATIONS

14.1 Bidders shall be familiar with all applicable federal, state, and local laws, ordinances, rules and regulations and must provide all Work in compliance with all applicable law. Further, Bidder must perform and provide all Work in accordance with all requirements imposed on the Town, which will be incorporated by reference in the contract for the Work.

## 15.0 INSURANCE/EVIDENCE OF INSURANCE

15.1 The Bidder shall provide evidence of current insurance coverage together with submission of the bid. The Bidder shall maintain insurance coverage of such types and amounts as specified below for the term of the contract. Certificates of Insurance shall be provided by the Bidder to the Town together with the fully executed contract reflecting Town as a named insured.

- a. Commercial general liability coverage with limits of liability of not less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. This liability Insurance shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. General Aggregate (except products - completed operations) in the amount of \$2,000,000.00.
- b. Workers compensation insurance as required by law.
- c. Builder's Risk Insurance for the construction of above ground buildings as follows: The coverage shall be "All Risk" form for One Hundred Percent of the completed value, including Owner and Contractor as named insureds, with a deductible of not more than One Hundred Thousand Dollars (\$100,000.00) each claim.
  - (i) Waiver of Occupancy Clause or Warranty-Policy must be specifically endorsed to eliminate any "occupancy clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that the Builder's Risk Coverage will continue to apply until the Substantial Completion Date.
  - (ii) When the buildings or structures are located within an identified special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or, the maximum amount of flood insurance coverage available under the National Flood Program."
- d. Business Automobile Liability with minimum limits of \$1,000,000.00 per person, per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability each. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability

policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned Vehicles, Hired and Non-Owned Vehicles and Employers' Non-Ownership.

16.0 SUBCONTRACTOR LIST

16.1 The Bidder shall submit a list of names and addresses of the subcontractors and major material suppliers proposed for the principal portions of the Work and shall include such information on the Contractor's Qualifications Statement.

16.2 The Town shall notify the Bidder in writing if there is an objection to any person or entity listed. Upon such objection, the Bidder shall promptly propose an acceptable substitute.

17.0 LICENSES, PERMITS AND FEES

17.1 The Contractor shall be responsible for obtaining all permits for the Work. The Contractor shall file permit applications with the Town prior to construction. Any delays in obtaining permits must be brought to the attention of the Town without delay.

17.2 The Bidder shall provide a copy of following license(s): State of Florida and Broward County.

17.3 The Contractor shall give all notices and comply with all permit requirements, laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Town shall not be responsible for monitoring the Contractor's compliance with any laws or regulations.

18.0 BONDS

18.1 The Contractor shall provide to the Town payment and performance bonds in accordance with the contract provisions together with the executed contract.

**C. BID FORM**

BID FROM:  
Company: \_\_\_\_\_

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

Phone/ Fax: \_\_\_\_\_

To furnish all materials, equipment and labor and to perform all Work in accordance with the provisions of this Invitation to Bid and the contract documents for construction of:

**Project Name:        Public Safety Building Roof Project**

**To:    ATTN: TOWN CLERK**

1.01    The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into a contract with the Town in substantially the form included in the Invitation to Bid to perform all the Work as specified or indicated in the Invitation to Bid at the unit prices and within the times indicated and in accordance with the other terms and conditions of the Invitation to Bid.

2.01    Bidder accepts all of the terms and conditions of the Invitation to Bid, including without limitation, those dealing with the disposition of bid security. The bid will remain subject to acceptance for 120 days after the bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Town.

3.01    In submitting this bid, Bidder represents that:

**A. Bidder has examined and carefully studied the entire Invitation to Bid (including Parts I and II and the sample contract). Bidder acknowledges receipt of addenda, as listed below. (None at the time of issuance of Invitation to Bid).**

<u>Addendum No.</u>	<u>Addendum Item</u>	<u>Addendum Date</u>
_____1_____	_____	_____
_____2_____	_____	_____

B.    Bidder has visited the Project site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Work.

C.    Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the Work.

- D. Bidder has carefully studied all documents as applicable: reports of explorations and tests of surface and subsurface conditions at or contiguous to the Project site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.
  - E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Project site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of the Work, including applying the specific means, methods, techniques, sequences, and procedures to be employed by Bidder, and safety precautions and programs incident thereto.
  - F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this bid for performance of the Work at the price(s) submitted and within the times and in accordance with the other terms and conditions of this Invitation to Bid.
  - G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Project site, reports and drawings identified in the Invitation to Bid, and all additional examinations, investigations, explorations, tests, studies, and data with the requirements of the Invitation to Bid.
  - H. Bidder has given Town's representative written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in this Invitation to Bid, and the written resolution thereof by the Town's representative is acceptable to Bidder and resolves all conflicts, errors, ambiguities or discrepancies.
  - I. The Invitation to Bid is generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this bid is submitted.
- 4.01 Bidder further represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed individual, group or entity; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false bid; Bidder has not solicited or induced any individual, group or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder, potential Bidder or over Town.





An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

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

(CORPORATE SEAL)

Attest \_\_\_\_\_  
*(Signature of Corporate Secretary)*

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Date of Qualification to do business is \_\_\_\_\_

**D. CONTRACTOR'S QUALIFICATIONS STATEMENT**

**THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED RESPONSIVE.** The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

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2. The address of the principal place of business is:

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3. Company telephone number, fax number and e-mail addresses:

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4. Number of employees:

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5. Number of employees to be assigned to this Project:

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6. Company Identification numbers for the Internal Revenue Service:

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7. Provide Broward County Occupational License Number and expiration date:

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8. How many years has your organization been in business as a \_\_\_\_\_ contractor? Does your organization have a specialty? Please describe below.

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9. What is the last project of this nature or magnitude that you have completed? Has this firm ever completed a "public" project? Please provide project description, reference and cost of work completed.

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

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11. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work:

11.1.

**Name**

**Address**

**Telephone No.**

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11.2.

**Name**

**Address**

**Telephone No.**

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11.3.

**Name**

**Address**

**Telephone No.**

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**The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Town Manager.**

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

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

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

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18. State the name of your proposed Project manager and give details of his or her qualifications and experience in managing similar work.

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19. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

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19.1 The legal name of the Bidder is:

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19.2 The business is a (Sole Proprietorship) (Partnership) (Corporation).

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

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STATE OF FLORIDA        )  
                                          )        SS.  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2013.

(NOTARY SEAL)

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name of officer taking acknowledgment)  
typed, printed or stamped