

CITY OF SEMINOLE



**BIDDOCUMENTS
AND
PROJECTMANUAL
FOR
CITY OF SEMINOLE**

CITY HALL EXTERIOR REHABILITATION PROJECT 2025

BID DOCUMENTS
FOR
CITY OF SEMINOLE
CITY HALL EXTERIOR REHABILITATION PROJECT 2025

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City of Seminole

9199 113th Street North
Seminole, FL 33772

Invitation to Bid

BID TITLE: City of Seminole - City Hall Exterior Rehabilitation Project

Sealed bids must be received at City of Seminole, City Hall, Office of the City Clerk, 9199 113th Street North, Seminole, FL 33772 by 11:00 a.m. on March 14, 2025. Bids shall be publicly opened and read aloud at City of Seminole City Hall immediately after closing.

The Scope of Work will consist of pressure washing, crack repair, caulking, coating, and painting of stucco surfaces, walls, pillars, metal doors, windows, gutters, down spouts, frames, coping, and fascia, to include all labor, equipment, and materials to complete the work. Working hours shall be Monday thru Friday between 7:00 a.m. – 7:00 p.m., weekends 7:00 a.m. – 5:00 p.m., unless otherwise approved by the City. Disruption to City Hall shall be kept to a minimum

Bid and Contract documents may be downloaded from the City website at www.myseminole.com or on Demand Star at www.demandstar.com after 12:00 p.m. on February 12, 2025

THERE WILL BE A MANDATORY PRE-BID MEETING HELD ON MONDAY, FEBRUARY 24, 2025, AT 09:00 a.m. IN THE CITY HALL COUNCIL CHAMBERS, LOCATED AT 9199 113th STREET NORTH.

Questions shall be submitted in writing via email to Director of Public Works, Rodney Due, at email rdue@myseminole.com. Submission of bid responses by mail, hand delivery or express mail must be in a sealed envelope/box with the Bidder's name and return address indicated.

The outside of the envelope/box used for the sealed bids shall be marked as follows:

“SEALED BID” “DO NOT OPEN”
“City of Seminole - City Hall Exterior Rehabilitation Project”
Contractors Name and Address

Address the bid submission envelope/box to the following:

City of Seminole
Office of the City Clerk
9199 113th Street North
Seminole, FL 33772

Bids shall be accepted no later than the time and date specified on the ITB. Electronic bids will be accepted through Demand Star. All bids received after that time shall be rejected. Offers by telegram, telephone or transmitted by facsimile (FAX) machine will not be accepted. No bid may be withdrawn or modified after the time fixed for the opening of the bid. The City of Seminole reserves the right to reject any and all bids if it is deemed to be in the best interest of the City.

INSTRUCTIONS TO BIDDERS

The following instructions are given for the purpose of guiding Bidders in properly preparing their bids and constitute a part of the *Contract Documents* and shall be strictly complied with.

1. Definitions and Terms. See General Requirements.
2. Copies of Bid Documents. Complete sets of the *Bid Documents* may be reviewed at the office of the Public Works Department, Administration Building, 11195 70th Avenue North, Seminole, FL 33772. Copies thereof may be obtained for the non-refundable sum stated in the Invitation to Bid.

Complete sets of *Bid Documents* shall be used in preparing Bids; neither the City nor the Engineer assumes any responsibility for errors or misrepresentations resulting from the use of incomplete sets of *Bid Documents*.

City and Engineer in making copies of *Bid Documents* available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

The documents contained in and referenced by the Project Manual and Bid Documents constitute the Contract Documents for this project. By submitting a bid, the Bidder certifies and represents that the Bidder has been furnished with all the Contract Documents, is familiar with them, and intends to be bound by them.

3. Qualification of Bidders:

3.1 To demonstrate qualifications to perform the Work, each Bidder must submit at the time of the Bid opening, a **written Statement of Qualifications** including financial data, a summary of previous experience, previous commitments and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract. The Statement of Qualifications shall be prepared on the form provided by the City and included with the Bid Forms.

3.2. In determining whether a bidder is responsible, the following shall be considered: (1) The ability, capacity and skill of the bidder to perform the contract or provide the services required, (2) whether the bidder can perform the contract or provide the service promptly and within the time specified without delay or interference, (3) the character, integrity, reputation, judgment, experience and efficiency of the bidder, (4) the quality of the bidder's performance of previous contracts or services, (5) the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service, (6) the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service, (7) the quality, availability and adaptability of the materials, equipment and services to the particular use required, (8) the ability of the bidder to provide future maintenance and service for the use of the subject of the contract, and (9) any other circumstances which will affect the bidder's performance of the contract.

3.3. Each Bidder is required to show that he has handled former Work and that no just claims are pending against such Work. No Bid will be accepted from a Bidder who is engaged on any other Work which would impair his ability to perform or finance this Work.

3.4 No Bidder shall be in default on the performance of any other contract with the City or in the payment of any taxes, licenses or other monies due to the City.

4. Liquidated Damages for Failure to Enter into Contract. Should the Successful Bidder fail or refuse to enter into the Contract within ten (10) Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Bidder's Bid Guaranty as Liquidated Damages, not as penalty but in consideration of the mutual release by the City and the Successful Bidder of all claims arising from the City's issuance of the Notice of Award and the Successful Bidder's failure to enter into the Contract and the costs to award the Contract to any other Bidder, to re-advertise, or otherwise dispose of the Work as the City may determine best serves its interest.
5. Project Coordination & Time of Completion. Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Bidder to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents.
6. Examination of Contract Documents and Site. Before submitting a Bid, each Bidder shall:
 - a. Examine the *Contract Documents* thoroughly;
 - b. Visit the site to familiarize with local conditions that may in any manner affect the cost, progress, or performance of the Work;
 - c. Become familiar with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the Work;
 - d. Study and carefully correlate Bidder's observations with the *Contract Documents*, And;
 - e. Notify the City of all conflicts, errors, ambiguities or discrepancies in or among the *Contract Documents*

On request, the City will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. It shall be the Bidder's responsibility to make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (including without limitation, surface, subsurface and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the work in accordance with the time, price and other terms and conditions of the Contract Documents. Location of any excavation or boring made by Bidder shall be subject to prior approval of the City and applicable agencies. Bidders shall fill all holes, restore all pavements to match the existing

structural section and shall clean up and restore the site to its former condition upon completion of such exploration.

The lands upon which the Work is to be performed, rights-of-way, and access thereto, and other lands designated for use by Contractor in performing the Work, are identified on the Drawings.

Information and data reflected in the *Contract Documents* with respect to underground utilities at or contiguous to the site are based upon information and data furnished to the City and the Engineer by the owners of such underground utilities, or others, and neither the City nor the Engineer assume responsibility for the accuracy or completeness thereof. It shall be the Contractor's responsibility to locate all underground utilities.

By submission of a Bid, the Bidder shall be exclusively presumed to represent that the Bidder has complied with every requirement of these Instructions to Bidders, that the Contract Documents are not ambiguous and are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

7. Interpretations. All questions about the meaning or intent of the *Contract Documents* shall be submitted to the City in writing.

Written comments or questions must be received by the City at least forty-eight (48) hours (excluding Saturdays, Sundays, and Holidays) prior to the time set for the Bid Opening.

If questions received by the City are deemed to be sufficiently significant and received sufficiently in advance of the Bid Opening, an Addendum to the *Bid Documents* may be issued. Otherwise, a written copy of the question and decision or interpretation will be posted in the City Public Works office. It shall be the responsibility of each Bidder to make itself aware of all such posted questions and decisions or interpretations and, by submitting a Bid, each Bidder shall conclusively be deemed to have such knowledge. After Bid Opening, all Bidders must abide by the decision of the City as to all such decisions or interpretations. Bidders may not rely upon oral interpretations of the meaning of the plans, specifications or other bid documents and any oral or other interpretations or clarifications will be without legal force or effect.

8. Quantities of Work. Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work. The City does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price. The City also reserves the right to make changes in the Work (including the right to delete any bid item in its entirety or add additional bid items).
9. Substitutions. The materials, products and equipment described in the *Bid Documents* shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Bids, unless the Bidder submits a written request for

approval to the City at least ten (10) days prior to the date for receipt of Bids. Such requests for approval shall include the name of the material or equipment for which substitution is sought and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for evaluation, including samples if requested. The Bidder shall set forth changes in other materials, equipment, or other portions of the Work including changes of the Work of other contracts, which incorporation of the proposed substitution would require to be included. The Engineer's decision of approval or disapproval of a proposed substitution shall be final. If the Engineer approves a proposed substitution before receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

10. Bid Guaranty. Each Bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of: a certified check or cashier's check made payable without condition to the City; or a Bid Bond in the form set forth in the Bid Documents executed by an approved corporate surety in the favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount.

Once the City issues a Notice of Award, the apparent Successful Bidder has ten (10) Calendar Days to enter into a Contract in the form prescribed and to furnish the required Performance and Payment Bonds. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

Bid Guaranties for all except the three lowest qualified Bids shall be returned within five (5) Working Days of Bid Opening. When the Successful Bidder files satisfactory Performance and Payment Bonds and Certificates of Insurance, the Bid Guaranties of the lowest Bidders shall be returned.

Each bidder shall guaranty its total bid price for a period of sixty-five (65) Calendar Days from the date of the Bid Opening. Except for forfeiture due to reasons discussed above, Bid Guaranties of all Bidders shall be returned to them within sixty-five (65) Calendar Days from the date of Bid Opening.

11. Bid Form. The Bid Form, provided by the City, must be completed in ink or typewriter.

The Bidder shall specify a unit price in figures for each pay item for which a quantity is given and shall provide the products (in numbers) of the respective unit prices and quantities in the Extended Amount column. The total Bid price shall be equal to the sum of all extended amount prices. When an item in the Bid Schedule provides a choice to be made by the Bidder, Bidder's choice shall be indicated in accordance with the specifications for that particular item and thereafter no further choice shall be permitted.

Where the unit of a pay item is lump sum, the lump sum amount shall be shown in the "extended amount" column and included in the summation of the total Bid.

All blank spaces in the Bid Form must be properly filled out.

Bids by corporations must be executed in the corporate name by the president or vice president or other corporate office accompanied by evidence of authority to sign. The corporate seal must be affixed and attested by the secretary or an assistant secretary.

The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature line.

The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

The address to which communications regarding the Bid are to be directed must be shown.

12. Irregular Bids. A Bid will be considered irregular and may be rejected for the following reasons:
- a. Submission of the Bid on forms other than those supplied by the City;
 - b. Alteration, interlineations, erasure, or partial detachment of any part of the forms which are supplied herein;
 - c. Inclusion of unauthorized additions conditional or alternate Bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning;
 - d. Failure to acknowledge receipt of any or all issued Addenda;
 - e. Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;
 - f. Failure to list the names of Subcontractors used in the Bid preparation as required in the Bid Form;
 - g. Submission of a Bid that in the opinion of the City Manager is unbalanced so that each item does not reasonably carry its own proportion cost or which contains inadequate or unreasonable prices for any item;
 - h. Tying of the Bid with any other bid or contract; and i.

Failure to calculate Bid prices as described herein.

13. Submission of Bids. The completed Bid Form and Bid Guaranty shall be submitted at the time and place indicated in the Invitation to Bid and must be in a ten-inch by thirteen- inch opaque sealed envelope marked SEALED BID with the project title and the name and address of the Bidder.
14. Modification and Withdrawal of Bids before Opening. Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Bids are to be submitted at any time prior to Bid Opening.

15. Opening of Bids. Bids will be opened and read aloud at the time and place stated in the Invitation to Bid. All Bidders, their representatives, and other interested parties are encouraged to attend the Bid Opening.

Within five (5) Working Days after Bid Opening, all Bids will be tabulated and the bid tabulation sheets will be available to the public.

16. Disqualification of Bidders. A Bid will not be accepted from, nor shall a Contract be awarded to, any person, firm, or corporation that is in arrears to the City, upon debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable.

Bidders may be required to submit satisfactory evidence that they are responsible, have a practical knowledge of the project bid upon and that they have the necessary financial and other resources to complete the proposed Work.

Either of the following reasons, without limitation, shall be considered sufficient to disqualify a Bidder and Bid:

- a. More than one Bid is submitted for the same Work from an individual, firm, or corporation under the same or different name; and
 - b. Evidence of collusion among Bidders. Any participant in such collusion shall not receive recognition as a Bidder for any future work of the City until such participant has been reinstated as a qualified bidder.
17. Withdrawal of Bids after Opening. No Bid may be withdrawn by any bidder for sixty-five (65) Calendar Days after Bid Opening.

18. Evaluation of Bids and Bidders. The City reserves the right to:

- reject any and all Bids;
- accept a Bid other than the low Bid;
- waive any informalities;
- negotiate final terms with the Successful Bidder; and
- disregard all nonconforming, nonresponsive or conditional Bids.

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between Unit Prices and Extended Prices will be resolved in favor of the Unit Prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The corrected extensions and totals will be shown in the tabulation of Bids.

The City may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by the City.

The City will conduct such investigations as deemed necessary to assist in the

evaluation of any bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to the City's satisfaction within the Contract Time.

The Bidder shall furnish the City all information and data requested by the City to determine the ability of the Bidder to perform the Work. The City reserves the right to reject the Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

By submitting a Bid, each Bidder authorizes the City to perform such investigation of the Bidder as the City deems necessary to establish the responsibility, qualifications and financial ability of the Bidder and, by its signature thereon, authorizes the City to obtain reference information concerning the Bidder and releases the party providing such information and the City from and all liability to the Bidder as a result of such reference information so provided. The City reserves the right to reject the Bid of any Bidder who does not pass any evaluation to the City's satisfaction.

If the Contract is to be awarded, it will be awarded to the Bidder who, by evaluation, the City determines will best meet the City's interests.

The City reserves the right to accept or reject the Work contained in any of the Bid Schedules or alternates, either in whole or in part.

19. Award of Contract. Unless otherwise indicated, a single award will be made for all the bid items in an individual bid schedule. In the event that the Work is contained in more than one Bid Schedule, the City may award Schedules individually or in combination. In the case of two Bid Schedules which are alternative to each other, only one of such alternative Schedules will be awarded. Within forty-five (45) Calendar Days of Bid Opening, the City will issue a Notice of Award to the Successful Bidder which will be accompanied by three (3) unsigned copies of the Contract and the Performance and Payment Bond forms. Within ten (10) Calendar Days thereafter, the Successful Bidder shall sign and deliver three (3) copies of the Contract, Performance Bond, Payment Bond and Certificates to Insurance to the City. Within ten (10) Calendar Days thereafter, the City will deliver one (1) fully executed counterpart of the Contract to the Contractor. No contract shall exist between the Successful Bidder and the City and the Successful Bidder shall have no rights at law or in equity until the Contract has been duly executed by the City.

The Successful Bidder's failure to sign and submit a Contract and other documents set forth in this Paragraph, in the Special Conditions and/or in the Special Provisions within the prescribed time shall be just cause of annulment of the award, and the forfeiture of the Bid Guaranty. The award of Contract may then be made to the next qualified Bidder in the same manner as previously prescribed.

20. Insurance. The Contractor shall secure and maintain such insurance policies as will provide the coverage and contain other provisions specified in the Contract Documents.

The Contractor shall file two (2) copies of the policies or Certificates of Insurance acceptable to the City with the Public Works Director within (10) Calendar Days after

Issuance of the Notice of Award. These Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be canceled unless at least thirty (30) Calendar Days prior written notice has been given to the City .

21. Sales and Use Taxes. The Contractor and all Subcontractors are required to obtain exemption certificates from the Florida Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions. Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures and equipment.
22. Affirmative Action. In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Conditions.
23. Pre-Construction and Public Meetings. Prior to the commencement of construction activities, a preconstruction meeting will be held which shall include the Contractor, representatives of the City and others affected by or involved in the project. Attendance by Contractor selected for the project is mandatory.
24. Pre-Bid Meeting. See the Special Conditions for details of the pre-bid meeting.
25. Collusive Agreement. Each bidder submitting a Bid to the City for any of the work contemplated by the documents on which bidding is based by execution of the Bid Form shall be certifying by execution thereof that he/she has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted. Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor for prior approval and a non-collusion statement substantially in the form provided or requested by the City.
26. Illegal Alien Employment Compliance. The selected Contractor will be required to execute an Illegal Alien Employment Compliance statement along with the Contract as contained in these Bid Documents.

CITY OF SEMINOLE

Bid Form

CITY HALL EXTERIOR REHABILITATION PROJECT

To: City of Seminole
Department of Public Works
9199 113th Street North
Seminole, FL 33772

The undersigned Bidder, having thoroughly examined the Specifications, and other Bid Documents; having investigated the location of, and conditions affecting the proposed Work; and being acquainted with and fully understanding the extent and character of the Work covered by this Bid; and all other factors and conditions affecting, or which may be affected by the Work.

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into a Contract with the City on the form included in the *Contract Documents* and to furnish all required materials, tools, equipment, and plant; to perform all necessary labor and superintendence; and to undertake and complete the Work or approved portions thereof, in full accordance with and in conformity with the Construction Drawings, Specifications, and all other Contract Documents hereto attached or by reference made a part hereof, and for the following prices as shown on the Bid Schedule

The undersigned Bidder hereby agrees to execute the Contract in conformity with this Bid, to have ready and furnish the require Performance and Payment Bonds, executed by a Surety acceptable to the City and provide Certificates of Insurance evidencing the coverage and provisions set forth in the Contract within ten (10) Calendar Days of the City's issuance of a Notice of Award.

Enclosed herewith is a Bid Guaranty as defined in the attached Instructions to Bidders in the amount of _____ which Bid Guaranty the undersigned Bidder agrees to be paid to and become the property of the City, as Liquidated Damages and not as penalty should the Bid be accepted, the Contract Notice of Award issued, and should the Bidder fail or refuse for any reason to enter into the Contract in the form prescribed. The Bidder shall furnish all required Bonds and Insurance Certificates within ten (10) Calendar Days of issuance of the Notice of Award.

The Following persons, firms or corporations are interested as joint ventures, partners or otherwise with the undersigned Bidder in this proposal:

Name: _____

Address: _____

Name: _____

Address: _____

If there are no such persons, firms or corporations, please so state in the following space:

Date: _____

The undersigned Bidder proposes to subcontract the following portion of Work:

Name and Address of Sub-Contractor	Description of Work to be Performed	%of <u>Contract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Bidder acknowledges responsibility for ensuring any and all Subcontractors conform and comply with all terms and conditions of the Contract Documents.

The undersigned Bidder acknowledges the right of the City to reject any and all Bids submitted, except a Bid other than the lowest, and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Work shall be completed within the Contract Time as Specified in the Special Conditions.

Bidder hereby acknowledges receipt of Addenda Numbers:

By submission of a Bid, the Bidder shall be conclusively presumed to represent that the Bidder has complied with every requirement of the "Instructions to Bidders".

Bidder, by his signature hereon, hereby authorizes the obtaining of reference information containing the Bidder's qualifications, experience and general ability to perform the Work and hereby releases the party providing such information and the City from any and all liability to Bidder as the result of such reference information being provided. Bidder further waives any right to receive copies of information so provided to the City.

Bidder agrees to perform all Work described in the Contract Documents for the unit prices or the lump sum as shown on the Bid Form, and acknowledges that the quantities shown on the Bid Schedule are approximate only and are intended principally to serve as guides for the purpose of comparing and evaluating Bids.

It is further agreed that any quantities of work to be performed at unit prices and material to be furnished may be increased or decreased as may be considered necessary in the opinion of the City, to complete the Work fully as planned and contemplated, and that all quantities of Work, whether increased or decreased, are to be performed at the unit prices set forth in the Bid, except as otherwise provided for in the Contract Documents.

By submitting a Bid, the Bidder acknowledges that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest or expectation shall inure to the benefit of the Bidder as the result of any reliance or participation in the process.

The undersigned Bidder further grants to the City the right to award this Contract on the basis of any possible combination of base bids and alternate(s) (if any) that best suits the City's needs.

Dated this _____ day of _____, 2025.

Bidder: _____

Address: _____

Name printed: _____

Title: _____

If a Corporation:

State of Incorporation: _____

Attest: _____

(Seal)

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

that we, _____ (_____ an individual,
_____ a partnership, _____ a corporation Incorporated in the State of _____)

as Principal, and _____ (incorporated
in the State of _____) as Surety, are held and firmly bound unto the

City of Seminole, Florida (hereinafter called "City") in the penal sum of _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS the Principal has
submitted the accompanying Bid dated _____ for

Construction of the ***CITY HALL EXTERIOR REHABILITATION PROJECT 2025***

(the Project) for the City and;

WHEREAS, the City has required as a condition for receiving said Bid that the Principal deposit with the City either a cashier's check, a certified check, or a letter of credit equivalent to not less than five percent (5%) of the amount of said Bid or in lieu thereof furnish a Bid Bond for said amount conditioned that in event of a failure to execute the proposed Contract for such construction and to provide the required Performance and Payment Bonds and Insurance Certificates if the Contract be awarded to the Bidder, that said sum be paid immediately to the City as Liquidated Damages and not as penalty for the Principal's failure to perform.

NOW THEREFORE, if the principal shall, within the period specified therefore, on the attached prescribed forms presented to the Bidder for signature, enter into a written Contract with the City in accordance with said Bid as accepted, and give Performance and Payment Bonds with good and sufficient Surety, or Sureties, as may be required upon the forms prescribed by the City, for the faithful performance and the proper fulfillment of said Contract, provide Certificates of Insurance as required by said Contract, and provide all other information and documentation required by the Contract Documents, then this obligation shall be void and of no effect, otherwise to remain in full force and effect. In the event suit is brought upon this bond by the City and the City prevails, the principal and Surety shall pay all costs incurred by the City in such suit, including reasonable attorney's fees and costs to be fixed by the Court.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned representative pursuant to authority of its governing board.

Dated this _____ day of _____, 2025.

Principal: _____

Address: _____

Signed: _____

Title: _____ (Seal)

Surety: _____

Address: _____

Signed: _____

Title: _____ (Seal)

INSTRUCTIONS FOR COMPLETING BID BOND

1. The full legal name and residence of each individual executing this Bond as Principal must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of the partnership and all individuals must be inserted in the first paragraph which must recite that individuals are partners composing the partnership, and all partners must execute the Bond as individuals.
3. The State of incorporation of each corporate Principal or Surety to the Bond must be inserted in the first paragraph and the Bond must be executed under the corporate seal of said party attested by its secretary or other appropriate officer.
4. Attach a copy of the power of attorney for the Surety's agent.

END OF BID BOND

**CITY HALL EXTERIOR REHABILITATION PROJECT
2025 BID TAB**

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
LUMP SUM TO COMPLETE EXTERIOR REHABILITATION	1	_____	_____	_____
	Total			\$ _____

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder: _____

2. Permanent Main Office Address: _____

3. When organized:

4. If a corporation, where incorporated:

5. How many years have you been engaged in the contracting business under your present firm or trade name? _____

6. Contracts on hand: (Schedule these, showing the amount of each contract and the appropriate anticipated dates of completion.) List the location and type of construction, Owner and Engineer for each project with contact persons and phone numbers for the Owner and Engineer of each project:

15. Credit available: \$ _____

16. Bank reference: _____

17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City? _____

18. Are you licensed as an Excavator, General Contractor, or under any other title? _____

If yes, in what city, county and state? _____

What class, license and numbers?

19. Do you anticipate subcontracting Work under this Contract? If yes, what percent of total contract price? _____

List type of Work to be subcontracted (list subcontractors I suppliers on a separate sheet and attach it to this form):

20. Are you involved in any lawsuits and for are any lawsuits pending against you or your firm at this time?

If yes, DETAIL:

21. What are the limits of your public liability? DETAIL:

What company? _____

22. What are your company's bonding limitations? _____

23. Name of proposed Superintendent for this project. Said person shall be required on the project unless agreed upon otherwise in writing by the City:

24.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recital comprising this Statement of Bidder's Qualifications. The undersigned further agrees that they will not bring suit in a court of law for any information that is furnished to the OWNER in good faith by said parties or persons responding to City's requests for information concerning Bidder's qualifications.

Dated this _____ day of _____, 2025

Name of Bidder

By:

Title:

State of

County of _____

being duly sworn deposes and says that he or she is of _____ and that (Name of organization) the answers to the foregoing questions and all statements therein contained are complete, true and correct.

Subscribed and sworn to before me this _____ day of _____, 2025.

Notary Public

My commission expires _____

**VENDOR SWORN STATEMENT ON PUBLIC ENTITY CRIMES
FLORIDA STATUTES, SECTION 287.133(3) (a)**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1) (a), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECITON 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 2025.

Personally known _____ or produced identification _____
(Type of identification)

State of Florida
City of _____
My commission expires _____

(Notary Public)

Exhibit A

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made this 28th day of March, 2025 by and between _____ (hereinafter referred to as “Contractor”), and the City of Seminole, Florida, a Florida municipal corporation (hereinafter the “City”).

WITNESSETH:

WHEREAS, the City desires that Contractor perform the duties of general contractor for the construction of certain improvements, namely the City Hall Exterior Rehabilitation Project 2025 (hereinafter the “Project”); and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the Project in writing.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Statement of Work. Contractor agrees to manage and supervise the construction of the project located in the City of Seminole, Pinellas County, Florida, as directed by the City and pursuant to the City of Seminole Design Standards and according to the plans and specifications approved by the City. Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and skillful manner and in accordance with the provisions of this Agreement; and (d) execute, construct and complete all work included in and covered by this Agreement.

2. Time of Commencement and Completion. Construction under this Agreement will begin on or after March 28, 2025 and shall be completed by June 27, 2025 (“Completion Date”). The Completion Date may, at the City’s sole discretion, be extended if approved by the City in writing. If, due to misconduct or neglect, Contractor fails to complete the Project on or before the Completion Date, the City may deduct **liquidated damages in the amount of \$500 the first day and \$250.00 for each additional day** the Contractor works beyond this date. Such liquidated damages shall be deemed to be a genuine pre-estimate of the foreseeable damages incurred by City and in no way can be construed as a penalty. It is understood by Contractor and the City that actual damages caused by Contractor’s failure to complete this Agreement on time are impracticable or extremely difficult to fix, and that the per diem deduction from the contract price will be retained by the City as payment by Contractor of liquidated damages, and not as a penalty.

3. Compensation. City shall pay and Contractor shall receive the contract price of \$ _____ as stipulated in the Notice of Award, attached to this contract as **Exhibit A** and incorporated herein by this reference, as FULL compensation for everything furnished and done by Contractor under this Agreement, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuation of the work; and for well and faithfully completing the work as provided in this Agreement.

4. Draw Requests. Contractor agrees to perform all work on the Project according to the schedules set forth in the approved Bid Proposal attached hereto as **Exhibit B (as amended)** and incorporated herein by this reference. Contractor shall submit weekly progress reports to the Public Works Director or his designee showing actual costs incurred and work completed. Contractor shall also submit to the City monthly draw requests for all authorized costs incurred up to that date for the Project, if the time for the work exceeds one month. Upon review and approval of the progress reports and draw request(s) by the Public Works Director or his designee, the City agrees to pay Contractor the amounts shown on all draw requests, minus a ten percent (5%) retainage for any payments other than the final payment, no later than the fifteenth (15th) business day following the date the draw request was submitted. Payments may be withheld if:

- A. Work is found defective and not remedied;
- B. Contractor fails to meet schedules shown on Exhibit B, as may be amended by the actual construction commencement date.
- C. Contractor does not make prompt and proper payments to subcontractors;
- D. Contractor does not make prompt and proper payments for labor, materials, or equipment furnished;
- E. Another contractor is damaged by an act for which Contractor is responsible;
- F. Claims or liens are filed on the job; or
- G. In the opinion of the City, Contractor's work is not progressing satisfactorily.

The City shall disburse the total retainage and the final draw request submitted by Contractor upon acceptance of the Project as described in Paragraph 12 below.

5. Liability for Damages. The City its officers, agents or employees, shall not in any

manner be answerable or responsible for any loss or damage to the work or to any part of the work; for any loss or damage to any materials, building, equipment or other property that may be used or employed in the work, or placed on the worksite during the progress of the work; for any injury done or damages or compensation required to be paid under any present or future law, to any person, whether an employee of Contractor or otherwise; or for any damage to any property occurring during or resulting from the work. Contractor shall indemnify the City, its officers, agents and employees, against all such injuries, damages and compensation arising or resulting from causes other than the City's neglect, or that of its officers, agents or employees.

6. Inspection of Work and Materials.

A. The City Manager or his/her designee may appoint and employ such persons as may be necessary to act as inspectors or agents for the purpose of supervising in the interests of the City materials furnished and work done as the work progresses.

B. The City shall at all times have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the work are being carried on and conducted.

C. Contractor shall provide all facilities and assistance required or requested to carry out the work of supervision and inspection by the City, including soil and material tests.

D. Inspection of the work by the above-mentioned authorities or their representatives shall in no manner be presumed to relieve in any degree the responsibility or obligations of Contractor.

E. No material of any kind shall be used in the work until it has been inspected and accepted by the City. All rejected materials shall be immediately removed from the premises. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once regardless of previous inspection. Inspection of materials shall be promptly made, and, where practicable, at the source of supply.

F. Whenever the specifications, the instructions of the City or the laws, ordinances or regulations of any public authority require work to be specially tested or approved, Contractor shall give the City timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for the inspection.

7. City of Seminole Insurance Requirements. Contractor shall furnish the City with the Certificates of Insurance proving coverage. Failure to furnish the required certificates will result in the termination of this Agreement. Before starting and until acceptance of the work by the City, the contractor shall procure and maintain insurance of the types and the limits specified. All Policies, with the exception of Workers Compensation, must include the City of Seminole, its officers, agents, employees and volunteers as "Additional Insured" under the liability policies. All insurance policies must be written in a manner consistent with the requirements of the Standard Form Agreement. Certificates of insurance shall be issued prior to execution of the Notice to Proceed. The following are the minimum requirements for insurance coverage:

Commercial General Liability (CGL), in occurrence form, written by a firm that is authorized to conduct business in the State of Florida and recognized by the State of Florida Insurance Regulations. Insurance company must have at least an "A-" rating from A.M. Best or a similar rating service.

(1) \$1,000,000 per occurrence

(2) \$2,000,000 per aggregate (\$1,000,000 at minimum)

Workers Compensation and Employers Liability

(1) Per State of Florida Statutory requirements

(2) \$100,000 each accident; \$100,000 per employee for disease and \$500,000 for all diseases.

Commercial Automobile Liability

(1) \$1,000,000 Combined Single Limit

All Policies, with the exception of Workers Compensation, must include the City of Seminole, its officers, agents, employees and volunteers as "Additional Insured" under the liability policies. Contractor shall hold the City harmless from any actions brought against Contractor due to negligence, omission or wrongdoing of Contractor or any of its employees, agents, representatives and subcontractors. All coverages/certificates are to be in effect for the term of this Agreement, and must be provided to the City's Public Works Department prior to the date the service begins and at each renewal thereafter during the term of this Agreement. Certificates of Insurance shall be executed on a standard ACORD form.

8. Performance Bond. To secure performance of Contractor's obligations under this Agreement, the Contractor shall provide the City with a Performance Bond in the amount of the full contract price, or \$_____. The Contractor shall use the form of the Performance Bond supplied by the City. The City shall be authorized to draw upon the Performance Bond to correct any default by Contractor under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the City Manager. The Performance Bond shall be held by the City through the first year warranty period specified in Paragraph 15 below.

9. Payment of Labor and Materials Bond. To secure performance of Contractor's obligations under this Agreement to its subcontractors and suppliers, Contractor shall provide the City with a Payment of Labor and Materials Bond in the amount of the full contract price, or \$_____. After the execution of this agreement and prior to the notice to proceed, the Contractor shall provide the Payment of Labor and Materials Bond to the City in the form supplied by the City. The City shall be authorized to draw upon the Payment of Labor and Materials Bond to correct any default by Contractor under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by the City Manager.

10. Notice to Proceed. Notice to Proceed shall be issued within ten (10) calendar days of the execution of this Agreement by all parties. If the City fails to issue such Notice to Proceed within that time limit, Contractor may terminate the Agreement without further liability on the part of either party. Such notice of termination must be tendered in writing to the City. Additionally, the parties may mutually agree that the time for the Notice to Proceed may be extended.

11. Compliance with Laws. Contractor and every subcontractor or person doing or contracting to do any work contemplated by this contract shall keep himself or herself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of his or her contract or any extra work, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not the laws, ordinances or regulations are mentioned in this contract, and shall indemnify the City, its officers, agents and employees, against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations.

12. Certificates and Permits. Contractor shall secure at Contractor's own expense all necessary certificates, licenses and permits from municipal or other public authorities required in connection with the work contemplated by this Agreement or any part of this Agreement, and shall give all notices required by law, ordinance or regulation. Contractor shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by this Agreement, and any extra work performed by Contractor.

13. Termination. The City may, at its sole discretion, terminate this Agreement without liability in the event that Contractor fails to provide the Performance Bond or Payment of Labor and Materials Bond, Certificates of Insurance required by Paragraph 7, or otherwise fails to meet the conditions precedent to issuance of the Notice to Proceed set forth in Paragraph 10 above. The City may also, at its sole discretion, on one week's notice to Contractor, terminate this Agreement without liability before the completion date, and without prejudice to any other remedy the City may have, when Contractor defaults in the performance of any provision, or fails to carry out the construction of the Project in accordance with the provisions of this Agreement.

14. Substantial Completion / Acceptance. The date of substantial completion of the Project shall be a date mutually agreed upon by the City and Contractor. In the event that the City and Contractor do not reach an agreement as to the date of substantial completion, the Seminole City Council shall determine such date. Upon the date of substantial completion, Contractor shall certify in writing that substantially all improvements described in the Statement of Work have been completed in conformance with the plans and specifications and submit to the City a completed substantial completion list utilizing a form approved by the City. Thereafter, and within thirty (30) business days after a request for final inspection by Builder, the City shall inspect the Project and notify Builder in writing and with specificity of their conformity or lack thereof to the plans and specifications. Builder shall make all corrections necessary to bring the Project into conformity with the plans and specifications. Once any and all corrections are completed, the City shall complete a Project Acceptance Form and promptly notify Builder in writing that the Project is in conformance with the approved plans and specifications, and the date of such notification shall be known as the Acceptance Date. The Acceptance Date shall coincide with the commencement of the two year warranty period described in Paragraph 15 below. Within thirty (30) days of the Acceptance Date, the City shall pay Builder the amount shown on the final draw

request; provided, however, that the amount of funds left from the contract price specified in the Notice of Award are sufficient to cover this amount.

15. Warranty. Contractor shall warrant any and all improvements constituting the Project constructed for the City pursuant to this Construction Agreement for a period of twenty four (24) months from the Acceptance Date as set forth in Paragraph 14 herein. Specifically, but not by way of limitation, Contractor shall warrant that:

- A. Any and all improvements constituting the Project shall be free from any security interest or other lien or encumbrance; and
- B. Any and all structures so conveyed shall be free of any defects in materials or workmanship for a period of two (2) years, as stated above.

16. Corrections to Project. If, within two (2) years after the date of substantial completion, any of Contractor's work on the Project is found to be not in accordance with the standards set forth in the preceding Paragraph 15, Contractor shall, at Contractor's expense, correct it promptly after receipt of a written notice from the City to do so unless the City has previously accepted such condition. Such notice shall be either delivered personally or by overnight express courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and must be received by Contractor as soon as practicable after the City discovers the defect or the loss or damage caused by such defect, but in no event later than the date that the warranty given hereby expires.

17. Modifications. The City may modify this Agreement with respect to the arrangement, character, alignment, grade or size of the work or appurtenances whenever in its opinion it shall deem it necessary or advisable to do so. Contractor shall accept such modifications when ordered in writing by the City Manager or his/her designee. Any such modifications shall not subject Contractor to increased expense without equitable compensation, which compensation may be approved by the City pursuant to its Purchasing Policy. If any modification results in a decrease in the cost of work involved, an equitable deduction from the contract price shall be made. These deductions shall be determined by the City Manager or his designee. The determination of any such additional compensation or deduction shall be based on the bids submitted and accepted. No modifications in the work shown on the plans and described in the specifications shall be made, unless the nature and extent of the modifications has first been certified by the City in writing and sent to Contractor.

18. Attorneys' Fees; Survival; Costs of Collection. Should this Agreement become the subject of legal action to resolve a claim of default in performance by any party, including the collection of past due amounts, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

19. Governing Law. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement.

20. Assignment. This Agreement may not be assigned without the prior written consent

768.28, Florida Statutes, as amended.

29. Public Records. Contractor acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of Sec. 119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida.

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

**City of Seminole
Attn: City Clerk
amancuso@myseminole.com
9199 113th Street North
Seminole, FL 33772
727-391-0204**

Contractor shall comply with public records laws, and Contractor shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- D. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

30. Authority. Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

31. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

WHEREFORE, the parties hereto have executed duplicate originals of this Construction Agreement on the day and year first written above.

[CONTRACTOR]:

By _____
Name _____
Title _____

CITY OF SEMINOLE, FLORIDA:

By _____

ATTEST:

Ann Toney-Deal, City Manager ICMA-CM

City Clerk

Date _____

Notice of Award

Dated: March 28, 2025

Owner: City of Seminole	Owner's Project Manager: Rodney E Due	Owner's Resolution No.:
Name of Project / Contract: City Hall Exterior Rehabilitation Project		Engineer:
Contractor:		

Contractor's Address: (send Certified Mail, Return Receipt Requested)

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the _____ Project contingent upon delivery of all conditions outlined in the Agreement or herein.

See the Bid Documents for details of the scope of work.

The Contract Price of your Contract is \$ _____
(written) _____

Three (3) of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within ten (10) days of the date you receive this Notice of Award.

1. Deliver to the Owner two (2) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security [Bonds] as specified in the Instructions to Bidders (Article 19), [and] Certificates of Insurance.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within Ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Seminole
Owner

By: _____
Authorized Signature

Name/Title

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned
, a _____ organized under the laws of the State of
, hereinafter referred to as the Contractor and
_____, a corporation organized under the laws of the State of
, and authorized and licensed to transact business in the State of Florida, hereinafter referred to as the
Surety, are held and firmly bound unto the City of Seminole, Florida, hereinafter referred to as the City, in
the penal sum of \$ _____, lawful money of the United States of America, for the payment of
which sum the Contractor and Surety bind themselves and their heirs, executors, administrators,
successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has on the **28th day of March, 2025** entered into a
written contract with the City for furnishing all labor, materials, equipment, tools, superintendence,
and other facilities and accessories for the construction of the **City Hall Exterior Rehabilitation
Project** (the “Project”) in accordance with the Contract Documents therefor which are incorporated
herein by reference and made a part hereof, and are herein referred to as the Contract.

NOW, THEREFORE, the conditions of this performance bond are such that if the
Contractor:

1. promptly and faithfully observes, abides by and performs each and every covenant,
condition and part of said Contract, including, but not limited to, its warranty provisions,
in the time and manner prescribed in the Contract; and
2. pay the City all losses, damages (liquidated, actual or consequential, including, but not
limited to, damages caused by delays in performance of the Contract), expenses, costs
and attorneys’ fees, that the City sustains resulting from any breach or default by the
Contractor under the Contract, then this bond is void; otherwise, it shall remain in full
force and effect in accordance with the Contract.

IN ADDITION, if said Contractor fails to perform in any respect under the Contract Documents,
the Surety shall pay any amounts incurred or to be incurred by the City in connection with such failure in
an amount not exceeding the amount of this obligation, inclusive of, without limitation, liquidated
damages, together with any related costs and expenses incurred by the City, including, without limitation,
attorneys’ fees.

IN ADDITION, if said Contractor fails to duly pay for any labor, materials, team hire,
sustenance, provisions or any other supplies used or consumed by said Contractor or its subcontractors in
its performance of the Work contracted to be done or fails to pay any person who supplies rental
machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools or
equipment in the prosecution of the Work, the Surety shall pay the same in an amount not exceeding the
amount of this obligation, together with any related costs and expenses incurred by the City, including,
without limitation, attorneys’ fees.

PROVIDED, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes. Further, Contractor and Surety acknowledge that the penal sum of this bond shall increase in accordance with approved changes to the Contract Documents without obtaining the Surety's consent up to a maximum of twenty percent (20%) of the penal sum hereof.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this _____ day of _____, 2025.

CONTRACTOR:

By: _____

Name: _____

Title: _____

SURETY:

By: _____

Name: _____

Title: _____

(Accompany this Bond with the attorney-in-fact's authority from the Surety to execute this Bond, certified to include the date of the Bond.)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, a _____ organized under the laws of the State of _____, hereinafter referred to as the Contractor and _____, a corporation organized under the laws of the State of _____, and authorized and licensed to transact business in the State of Colorado, hereinafter referred to as the Surety, are held and firmly bound unto the City of Seminole, Florida, hereinafter referred to as the City, in the penal sum of \$ _____, lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above Contractor has on the **28th day of March, 2025** entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence and other facilities and accessories for the construction of the **City Hall Exterior Rehabilitation Project** (the "Project") in accordance with the Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

NOW, THEREFORE, the condition of this payment bond obligation is such that if the Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor, materials, rental machinery, tools or equipment, used or performed in the prosecution of Work provided for in the above Contract and shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying of such Contract which the City may be required to make under law or in equity, and for all losses, damages, expenses, costs, and attorneys' fees incurred by the City resulting from the failure of the Contractor to make the payments discussed above, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

IN ADDITION, if said Contractor fails to perform in any respect under the Contract Documents, the Surety shall pay any amounts incurred or to be incurred by the City in connection with such failure in an amount not exceeding the amount of this obligation, inclusive of liquidated damages, together with any related costs and expenses incurred by the City, including, without limitation, attorneys' fees.

PROVIDED, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes. Further, Contractor and Surety acknowledge that the penal sum of this bond shall increase in accordance with approved changes to the Contract Documents without obtaining the Surety's consent up to a maximum of twenty percent (20%) of the penal sum hereof.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this _____ day of _____, 2025.

CONTRACTOR:

By: _____

Name: _____

Title: _____

SURETY:

By: _____

Name: _____

Title: _____

(Accompany this Bond with the attorney-in-fact's authority from the Surety to execute this Bond, certified to include the date of the Bond.)

CERTIFICATE OF INSURANCE

CONTRACTOR shall provide his own standard form(s) for Certificate of Insurance naming the City as additionally insured.

Notice to Proceed

Dated _____

Owner: City of Seminole	Owner's Project Manager: Rodney E Due	Owner's Resolution No.:
Name of Project / Contract (Project): City Hall Exterior Rehabilitation Project		Project Engineer:
Contractor:		
Contractor's Address: (send Certified Mail, Return Receipt Requested)		

This is to advise you that your Insurance Policy and Certificates of Insurance, and Addendum Regarding Unauthorized Immigrants have been received. Our issuance of this Notice does not relieve you of responsibility to assure that the insurance requirements of the Contract Documents are met for the duration of the Agreement. The Agreement dated _____ covering the above described work has been fully executed.

You are hereby authorized and directed to proceed by the Time of Commencement in accordance with Article 2 of the Agreement.

In accordance with Article 2 of the Agreement, you are notified that Construction under this Agreement will begin no later than _____ and shall be completed by _____ ("Completion Date"). Any liquidated damages for failure to achieve Completion by the date agreed that may be applicable to this Agreement will be calculated using the above Completion Date.

Contractor	City of Seminole Owner
Received by:	Given by:
Title	City Manager Title
Date	Date

Substantial Completion Form

Dated _____

Owner: City of Seminole	Owner's Project Manager: Rodney E Due	Owner's Resolution No.:
Name of Project / Contract (Project): City Hall Exterior Rehabilitation Project		Project Engineer:

Builder:

In accordance with Paragraph 14 of the City of Seminole's Construction Agreement, the date of substantial completion of the Project shall be a date mutually agreed upon by the City and Builder. This form is submitted by Builder and certifies that substantially all improvements described in the Statement of Work have been completed in conformance with the plans and specification with the exception of the following:

In the space below, itemize what tasks remain outstanding for the project and the timeline for completion of each (attach additional sheets as necessary).

Total Amount to be Retained Pending Final Completion: \$ _____

Builder:

Signature

Date

Printed Name

City of Seminole:

Signature – Project Manager

Date

Signature – Department Head

Date

FINAL RECEIPT AND RELEASE

Project: **City Hall Exterior Rehabilitation Project**

Contractor: _____

Final Contract Price: _____

Final Payment: _____

The Contractor hereby certifies:

THAT the above noted Final Contract Price is the full compensation due under the Contract for the Project;

THAT the above noted Final Payment has been received from the City of Seminole;

THAT, together with the Final Payment, amounts totaling the Final Contract Price have been received from the City of Seminole;

THAT the City of Seminole is released from all claims related to the Contract for the Project; and

THAT all persons and companies performing labor or furnishing materials for the Project have been paid in full.

Contractor:

By:

Title:

Date:

**Project General Requirements
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Section 01000
General
Definitions and Terms

1.1 General

A. Scope

The following conditions are general in scope and may contain requirements covering conditions that may not be encountered in the performance of the Work under contract. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the Work under contract, such stipulation or requirement shall have no meaning relative to the performance of said Work.

B. Titles and Subheadings.

I. The titles and subheadings used in the Contract Documents are for convenience of reference only and shall not be taken or considered as having any bearing on the interpretation of said documents.

II. Titles used in these specifications having a masculine gender, such as "workman" and the pronouns "he" or "his," are for the sake of brevity and are intended to refer to persons of either sex.

1.2 Definitions and Terms.

A. When the Contract indicates that work shall be "accepted, acceptable, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, interpretation, interpreted, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood that these expressions are followed by the words "by the City," or "to the City."

B. Additional definitions and terms are provided Wherever the following terms are used in these Contract General Conditions, or other Contract Documents, the intent and meaning shall apply to both the singular and plural thereof and shall be interpreted as follows:

Addenda. Written or graphic instruments issued prior to Bid Opening which clarify, correct, or change the Contract Documents.

Bid. The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder. An individual, firm, corporation, or other legal entity submitting a proposal for the advertised Work and, if the Successful Bidder, a contractor intending to contract with the City for performance of prescribed Work.

Bid Documents. These shall consist of the following forms and documents: Construction Drawings, Addenda (if any), Invitation to Bid, Instruction to Bidders, Bid Form, Bid Bond Form, Special Conditions, Special Provisions, Supplemental Specifications, Appendix, and Construction Drawings. (not attached).

Bid Opening. The public opening and reading of all bids prepared and submitted in accordance with the Instructions to Bidders at the time and date set forth in the Invitation to Bid.

Bid Guaranty. The security, as designated in the Instructions to Bidders and furnished with the Bid as a guaranty that the Bidder shall enter into the Contract and furnish the Bonds and Certificates of Insurance as required if awarded the Work.

Bid Schedule. A list of Bid Items in the Bid Form, which includes a description, approximate quantity and units (if any), unit price and extended amount or lump sum bid, for each item. The Bid Schedule also includes a line for the Total Bid based on the summation of the extended amounts of all bid items. The Bid Schedule may also include bid alternates and a line for the Bidder to enter an estimated date to begin construction.

Bonds. Bid, Performance and Payment Bonds and other instruments of security.

Calendar Day. Each and every day shown on the calendar, beginning and ending at midnight.

Change of Work Form. The following forms, copies of which are provided in the Standard Forms: Field Order, Work Change Request, Request for Adjustment, and Change Order.

Change Order. A document recommended by the City which is signed by the Contractor and by an authorized agent of the City which authorizes an addition, deletion, or revision in the Work, or an adjustment in Contract Price or Contract Time, which is issued on or after the Effective Date of the Contract. Properly executed Change Orders become a part of the Contract Documents.

Construction Drawings (Drawings, Plans). The Drawings or Plans which show the character and scope of the Work to be performed which have been prepared or approved by the City and are referred to in the Contract Documents (including Standard Details).

Contract. A written agreement between the City and Contractor covering the Work to be performed. Other Contract Documents are attached to the Contract and made a part thereof as provided therein.

Contract Documents. The Standard Contract Documents for Capital Improvements Construction (current edition) and the Bid Documents as defined herein. Contract Documents also include: Shop Drawings, Field Orders, Work Change Requests and Change Orders which must be signed by authorized representatives of the City and the Contractor.

Contract Time. The number of Calendar days allowed for the Substantial and/or Final completion of the Work specified in the Contract including authorized time extensions, beginning on the date specified in the Notice to Proceed.

Contractor. The person, firm, or corporation with whom the City intends to or has entered into a Contract.

Day. Calendar Day.

Defective Work. Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of a referenced standard, test, or approval referred to in the Contract Documents, or has been damaged prior to the City's recommendation of Final Payment (unless responsibility for the protection thereof has been assumed by the City at Substantial Completion).

Drawings. Same meaning as Construction Drawings.

Effective Date. The date indicated in an agreement or notice on which it becomes effective, but if no such date is indicated, the date on which the instrument is fully signed and delivered by the last of the parties *involved*.

Engineer. The Project Engineer, who may be a City employee or hired consultant who has been appointed or authorized by the City to oversee the technical aspects of the work and to administer the Contract on behalf of the City. The term "Engineer" may also apply to a Professional Engineer working for a developer who is required to construct public infrastructure.

Extra or Additional Work. Work which was not a part of the original Contract Documents at the time the Contract was executed for which extra compensation or time is justified in accordance with conditions set forth in the Contract Documents.

Field Order. A written order issued by the City which directs or allows minor changes in The Work, and which does not *involve* a change in the Contract Price or Contract Time.

Final Completion. The date upon which the Work, in the City's opinion and based upon its inspection, is acceptable and fully performed in accordance with the Contract Documents, and all other requirements or conditions to the City's advertisement of the Project for final payment *have been fulfilled*: Final Completion shall be *evidenced* by the City's issuance of a Letter of Final Completion.

Holidays. Holidays recognized by the City are:

New Year's Day.....January 1
Martin Luther King Day.....3rd Monday in January
President's Day.....3rd Monday in February
Memorial DayLast Monday in May
Independence DayJuly 4
Labor Day.....1st Monday in September
Veterans DayNovember 11
Thanksgiving Day.....4th Thursday in November
Friday after Thanksgiving
Christmas Day.....December 25th

When a Holiday, as listed *above*, falls on a Saturday, it shall be observed on the preceding Friday; if the Holiday falls on Sunday, it shall be observed on the following Monday.

Inspector. An authorized representative of the City, assigned to inspect and/or test materials furnished or Work performed by the Contractor.

Laboratory. Any testing laboratory designated by the City to make tests of the materials and Work involved in the Contract.

Liquidated Damages. The sum of money the Contractor agrees to pay the City for each day of delay beyond the date due for the completion of specified stages of Work or the complete Contract, or in delaying or requiring the City to incur additional costs in the process of obtaining a Contract to perform the Work in the case of Bid Guaranty.

Manager. The City Manager of the City of Seminole.

Notice of Award. The written notice by the City to the apparent Successful Bidder stating that upon compliance with the conditions precedent enumerated therein, within the time specified, the City shall sign and deliver the Contract.

Notice to Proceed. Written notice to the Contractor to proceed with the Contract Work specifying, when applicable, the date of beginning of Contract Time.

Plans. Same meaning as Construction Drawings.

Project. The specific Work to be performed as described in the Contract Documents.

Project Manager / Facilities Manager. Designated City employee in charge of the Project.

Request for Adjustment. A written request issued by the Contractor for an adjustment in Contract Time or Contract Price. A copy of the Request for Adjustment Form is provided in the Standard Forms.

Review. To examine or re-examine for conformance with the Contract Documents.

Schedule of Submittals. A schedule of all Shop Drawings, material certifications, mix designs, samples, construction schedules (Gantt charts) and other items to be submitted by the Contractor for review and/or approval by the City. The Schedule of Submittals is included in the Special Conditions and may be modified by the City any time before or after the construction begins.

Shop Drawings (Work Drawings). All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for the Contractor to illustrate some portion of the Work, and all illustrations, brochures, standards, schedules, performance charts, illustrations, diagrams, and other information submitted by the Contractor to illustrate material or equipment for some portion of the Work.

Special Conditions. The part of the Contract Documents which amends or supplements the General Contract Conditions and which are specific to the Work to be performed.

Special Provisions. Additions and revisions to the City's Standard Specifications covering conditions peculiar to an individual project.

Specifications. Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, standards and workmanship as applied to the Work. These may consist of Standard or Supplemental Specifications, Special Provisions, and/or notes on the Construction Drawings.

Standard Contract Documents for Capital Improvements Construction. These shall include the following Standard Forms and documents: Statement of Bidders Qualifications, Instructions to Contractors Regarding Affirmative Action, Notice of Award, Contract, Performance Bond Form, Payment Bond Form, Notice to Proceed, Field Order Form, Work Change Request Form, Request for Adjustments Form, Change Order Form, Partial Payment Request Form, Certificate for Payment Form, Final Receipt and Release, General Contract Conditions, Standard Specifications, as approved for use by the City, and Standard Specifications for construction

Standard Details. Same meaning as Standard Drawings.

Standard Drawings. City-approved Standard Drawings and Details which pertain to the Work to be performed.

Standard Forms. Forms utilized and approved by the City as the Standard Contract Documents for Capital Improvements Construction, which are in the format to be used for the stated or intended purpose.

Standard Specifications. Standard Specifications utilized and approved by the City all of which are incorporated into the Standard Contract Documents for Capital Improvements Construction.

Subcontractor. An individual firm, corporation, or other legal entity to which the Contractor subcontracts part of the Contract.

Substantial Completion. When the Work or a specified part thereof has progressed to the point where the Work, in the opinion of the City, as evidenced by the City's Letter of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work or specialized part can be placed in service and utilized for the purpose for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Successful Bidder. The actual or apparent responsive, responsible and qualified Bidder having the lowest Bid price.

Superintendent. The Contractor's authorized representative who is in responsible charge of the Work.

Supplemental Specifications. Additional Specifications which may be necessary to cover Work peculiar to an individual project, which is not addressed by the Standard Specifications. Supplemental Specifications may be a section in the Bid Documents or may appear as notes on Construction Drawings.

Surety. The corporation, partnership or individual, other than the Contractor, executing a bond furnished by the Contractor.

City. The City of Seminole, State of Florida, or any employee thereof.

City Engineer/Public Works Director. Same as Project Manager employed by the City responsible for all construction contract decisions. (Also referred to as Engineering Manager.)

Work. All labor, materials, equipment, and incidentals necessary to successfully complete the project according to all duties and obligations imposed by the Contract.

Work Change Order Request. A written directive to the Contractor, issued by the Engineer on or after the Effective Date of the Contract, requesting the Contractor to provide a cost for pending extra Work or changes in the Work. The Work Change Order Request may also direct the Contractor to proceed with the revision in Work. A Work Change Order Request does not change the Contract Price or Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Change Order Request shall be, if implemented, incorporated into a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

Working Day. Any Day, exclusive of Saturdays, Sundays and City-observed Holidays. If City explicitly permits work to be conducted on a Saturday, Sunday, and/or City observed holiday, that day shall count as a Working Day for purposes of the Contract Time.

End of Section

Section 01010

Summary of Work

1.1 Work Covered by Contract Documents

1. The work consists of the construction of the outlined improvements:

City Hall Exterior Rehabilitation Project

The Scope of Work will consist of exterior wall tile removal, stucco, resealing of courtyard, pressure washing, crack repair, caulking, coating, and painting of stucco surfaces, walls, pillars, metal doors, windows, gutters, down spouts, frames, coping, and fascia, to include all labor, equipment, and materials to complete the work. Working hours shall be Monday thru Friday between 7 a.m. 7 p.m., weekends 7 a.m. 5 p.m., unless otherwise approved by the City. Disruption to City Hall shall be kept to a minimum

2. The Contractor is responsible for mobilization, and clean-up.
3. The City reserves the right to modify, add to, or delete portions of any of the bid schedule or omit entire schedules from the scope of the project. The City reserves the right to make design modifications.
4. Protection and Restoration
 - a. Replace to equal or better conditions all items removed and replaced or damaged during construction.
 - b. The City must approve the condition of all replaced and/or restored areas prior to Final Payment.

1.2 Work Sequence

- A. The Contractor is responsible for coordinating all work, including the work of his subcontractors, with the City. Schedules shall be coordinated with the City to accommodate special needs that the City of Seminole may require. The work shall begin on or after **March 28, 2025**. As specified in the Agreement the work shall be substantially complete by **June 27, 2025**. The Completion Date may, at the City's sole discretion, be extended if approved by the City in writing.

1.3 Delivery and Receipt of Equipment and Materials

- A. Contractor is responsible for the delivery, receipt, storage, protection and use of equipment and materials in conjunction with this project. City shall not receive or take any responsibility for equipment and/or materials delivered to the site.

1.4 Notices to Owners, Agencies and Authorities

- A. Contact all affected agencies at least 72 hours prior to start of construction.
- B. The City will assist with removal of vehicles from the work area when necessary.

End of Section

Section 01040

Coordination

1.1 General

- A. Coordinate operations under the contract in a manner which will facilitate progress of the work. The Contractor shall also coordinate with the Utility Companies and City who may have work separate from the General Contractor's contract.
- B. Conform to the requirements of public utilities and concerned public agencies in respect to the timing and manner of performance of operations which affect the services of such utilities, agencies, or public safety.
- C. Coordinate all operations with the adjoining property owners, business owners, and surrounding neighborhoods to provide satisfactory access at all times and keep them informed at all times.
- D. Keep traffic areas free of material, construction equipment, and other material and equipment.
- E. Conduct operations in a manner to avoid unnecessary interference with public and private roads and driveways.
- G. Provide and maintain temporary approaches or crossings at streets, businesses and residences.

1.2 Schedule and Milestones

- A. Prior to commencing any site work, the Owner, Owners representative, and Contractor shall meet to determine the critical path, sequence, and scope for the project based on the Owner's priorities.

1.3 Meetings

- A. Hold Meetings for coordination of the Work when needed.
 - 1. Contractor shall participate in such meetings accompanied by subcontractors as required by City.

End of Section

Section 01160

Unit Prices – General

1.1 Description

- A. This Section covers, in general, methods of measurements and payment for items of Work. This project will be bid Lump Sum. It should include all costs in connection with proper successful completion of the Work, including furnishing all materials, equipment, and tools; and performing all labor and supervision to fully complete the Work.
 - 1. City will not pay for defective work and will not pay for repair or additional work required to bring the project to a point of acceptance.

- B. Bid Price.
 - 1. The Total Bid Price covers all work required by the Contract Documents.
 - a. All work not specifically set forth in the Bid Form shall be requested through written approval of a change order. .
 - 2. Unit prices are being requested to show the cost of materials that will be used for the project to include defective material that may be found after removing the outside wall tiles such as metal framing, sheeting, or water proofing.
 - 3. Unit prices shall govern over extensions of sums.
 - 4. Unit prices shall not be subject to renegotiation.

- C. City reserves the right to decrease, increase, or delete parts of the project

1.2 Mobilization

- A. The Lump sum price for the **City Hall Exterior Rehabilitation Project** shall include all costs for bonds, insurance, permits, moving construction equipment to the site, and similar costs which are not affected significantly by variation in quantities of the Work.

1.3 Project Closeout

- A. The costs for project closeout shall be considered incidental to the Work and will not be paid for separately. Project Closeout includes the removal of all construction plant, materials, equipment, and all excess or waste materials remaining at completion of Construction; restoration of the site and final clean-up; and the furnishing of all documentation required by the Contract Documents prior to Final Payment.

End of Section

Section 01310

Construction Schedules

1.1 General

- A. Prepare a schedule of all construction operations and procurements after review of tentative schedule and scope by parties attending the Preconstruction Meeting.
 - 1. No Work is to begin at the site until City's acceptance of the Construction Progress Schedule and Report of delivery of equipment and materials.
 - 2. Working hours shall be Monday thru Friday between 7 a.m. 7 p.m., weekends 7 a.m. 5 p.m., unless otherwise approved by the City.

1.2 Content

- A. Construction Progress Schedule.
 - 1. Show the complete work sequence of construction by activity and location, as needed

1.3 Progress Revisions

- A. Submit revised schedules and reports when changes are foreseen, when requested by the City, and with each application for progress payment.
- B. Show changes occurring since previous submission.
 - 1. Actual progress of each item to date.
 - 2. Revised projections of progress and completion.
- C. Provide a narrative report as needed to define:
 - 1. Anticipated problems, recommended actions, and their effects on the schedule.
 - 2. The effect of changes on schedules of others.

1.4 City's Responsibility

- A. City review is only for the purpose of checking conformity with the Contract Documents and assisting Contractor in coordinating the Work with the needs of the project.
- B. It is not to be construed as relieving Contractor from any responsibility to determine the means, methods, techniques, sequences and procedures of construction as provided in the General Conditions.

End of Section

Section 01510

**Temporary
Utilities**

1.1 Utilities

A. City will furnish all utilities necessary for construction.

1.2 Sanitary Facilities – Contractor’s Responsibilities

A. Restrooms are available on site at our City Hall during construction periods.

End of Section

Section 01560

Temporary Controls

1.1 Noise Control

- A. Take reasonable measures to avoid unnecessary noise when construction activities are being performed.
- B. Construction machinery and vehicles shall be equipped with practical sound muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work.
- C. Cease operation of all machinery and vehicles between the hours of 07:00 p.m. and 07:00 a.m.

1.2 Dust Control

- A. Keep Dust from entering City Hall to a minimum.

1.3 Pollution Control

- A. Prevent the pollution of drains and water courses by sanitary wastes, concrete, sediment, debris, and other substances resulting from construction activities.
 - 1. Retain all spent oils, hydraulic fluids and other petroleum fluids in containers and dispose offsite.
 - 2. Prevent sediment, debris or other substances from entering sanitary sewers, storm drains, culverts and/or open ditches and waterways.
 - 3. Contractor will provide and install a charcoal filter for the A/C intake on the North side of the building to keep fumes out of building.

End of Section

Section 01600

Liquidated Damages

1.1 **Liquidated Damages:**

If the Contractor does not achieve Final Completion by the required date of any individual phase, whether by neglect, refusal or any other reason, the date for Final Completion may be extended in writing by the Owner. As provided elsewhere, this provision does not apply for delays caused by the City. The parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late.

The Contractor agrees that as part of the consideration for the City's awarding of this Contract liquidated damages in the amount of **\$500 the first day and \$250.00 for each day** after is reasonable and necessary to pay for the actual damages resulting from such delay, and as such not a penalty. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as : Additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives its written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, Contractor shall certify in writing that the Work is substantially complete. In addition to the Work being substantially complete, Final Completion date is the date by which the Contractor shall have fully completed all clean-up, and all items that were identified by the City in the inspection for final completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Work shall not be finished and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

If the Contractor shall fail to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all or any part of, such liquidated damages from any payment otherwise due the Contractor.

Liquidated damages as provided do not include any sums to reimburse the City for extra costs which the City may become obligated to pay on other contracts which were delayed or extended because of the Contractor's failure to complete the Work

within the Contract Time. Should the City incur additional costs because of delays or extensions to other contracts resulting from the Contractor's failure of timely performance, the Contractor agrees to pay these costs that the City incurs because of the Contractor's delay, and these payments are separate from and in addition to any liquidated damages.

The Contractor agrees that the City may use its own forces or hire other parties to obtain Substantial or Final Completion of the work if the time of completion has elapsed and the Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Contractor agrees to reimburse the City for all expenses thus incurred.

End of Section

Section 01700

Contract Closeout

1.1 **Substantial Completion**

- A. *Substantial Completion of the **City Hall Exterior Rehabilitation Project** shall be defined as the completion of the painting of the exterior stucco surfaces, crack repair and caulking of the gutters, downspouts, metal doors and frames, aluminum coping and fascia, and any other pertinent items as required for this project.*
- B. Substantial Completion dates or times are outlined in the Contract Documents.

1.2 **Final Completion**

- A. Final Completion shall be defined as the completion of all Work including clean-up, all punch list items completed, and all processing of all change orders. The Work must be ready for Final Payment and Acceptance.
- B. Final Completion will be subject to the terms outlined in the Contract Documents.

End of Section

Section 01711

Site Cleanup

1.1 General

- A. Execute cleanup during progress of the Work and at completion of the Work.

1.2 Description

- A. Store volatile wastes in covered containers and dispose offsite.
- B. Provide on-site covered containers for the collection of waste materials, debris, and rubbish.
- C. Neatly store construction materials, such as concrete forms, when not in use.
- D. Broom clean exterior paved surfaces and rake other exterior surfaces.

1.3 Disposal

- A. Wastes shall not be buried or burned on the site or disposed of into storm drains, sanitary sewers, streams, ditches, or waterways.
- B. When approved by the City, the Contractor may stockpile and store materials and equipment within City Hall and City right of way.
- C. All excess materials shall become property of the Contractor, unless otherwise directed by the City.
- D. Remove waste materials, clearing materials, demolition materials, unsuitable excavated materials, debris and rubbish for the site at least weekly and dispose of at disposal areas furnished by the Contractor away from the site.

End of Section

Specifications

- A) Exterior Stucco Surfaces:
 - 1) Pressure Wash all areas with a minimum 2,500-psi to ensure a quality finish. Chlorine Solution will be injected through the unit to achieve a 1:3 ratio. All surfaces will be clean and free of dirt, mildew and debris to ensure proper adhesion.
 - 2) Apply one coat of Loxon XP at approximately 250 square feet per gallon in accordance with the manufacturer's specifications. Match existing color.

- B) Remove wall tiles and replace with Stucco to match existing
 - 1) Texture to match adjacent substrate
 - 2) Paint to match existing color
 - 3) Inspect all substrate repair any unforeseen damaged material to match existing. Any unforeseen damages will be approved through change order.

- C) Stucco Crack Repair:
 - 1) Inspect all cracks and areas of stucco for voids or pockets where stucco has come free of wall
 - 2) All cracks will be patched with an elastomeric patch to prevent water intrusion.
 - 3) All repaired areas will be textured to match adjacent substrate.

- D) Caulking:
 - 1) All caulking that has failed or deteriorated will be removed and replaced with ConSeal Elastomeric Patching Material and Loxon H1 Low Modulus Sealant per manufacturer's specifications. Match existing color

- E) Gutters and Downspouts (Includes Conduits and Water Pipes):
 - 1) Pressure wash with a chlorine solution to remove dis-bonding paint, dirt, mildew and other debris to ensure proper adhesion.

- F) Exterior Metal Doors and Frames:
 - 1) Mechanically remove and clean any rusting areas to ensure a quality finish.
 - 2) Remove and replace Thresholds
 - 3) Spot Prime all rusted or bare areas with a rust inhibitive primer (Pro-Cryl Universal Primer).
 - 4) Apply two coats of Acrylic Semi-Gloss at 4.0 wet mils in accordance with the manufacturer's specifications.

- G) Aluminum Coping & Fascia:
 - 1) Pressure Wash all areas with a minimum 2,500-psi to ensure a quality finish. Chlorine Solution will be injected through the unit to achieve a 1:3 ratio. All surfaces will be clean and free of dirt, mildew and debris to ensure proper adhesion.
 - 2) Apply one coat of Pro Industrial DTM Acrylic Primer
 - 3) Apply one coat of Pro Industrial High-Performance Coatings Acrylic at approximately 250 square feet per gallon according with the manufacturer's specifications. Match existing color.

- H) Reseal Court Yard in front of Main Entrance to City Hall
 - 1) Pressure Wash all areas with a minimum 2,500 psi to ensure a quality finish. Chlorine Solution will be injected through the unit to achieve a 1:3 ratio. All surfaces will be clean and free of dirt, mildew and debris to ensure proper adhesion.
 - 2) Provide 3 products to choose from.

- I) Paint Atrium Roofs to match existing.
 - 1) Pressure Wash all areas with a minimum 2,500-psi to ensure a quality finish. Chlorine Solution will be injected through the unit to achieve a 1:3 ratio. All surfaces will be clean and free of dirt, mildew and debris to ensure proper adhesion.
 - 2) Apply one coat of Pro Industrial DTM Acrylic Primer
 - 3) Apply one coat of Pro Industrial High-Performance Coatings Acrylic at approximately 250 square feet per gallon according with the manufacturer's specifications. Match existing color.

- J) Courtyard Pillars
 - 1) Pressure Wash all areas with a minimum 2,500-psi to ensure a quality finish. Chlorine Solution will be injected through the unit to achieve a 1:3 ratio. All surfaces will be clean and free of dirt, mildew and debris to ensure proper adhesion.
 - 2) Apply one coat of Loxon XP at approximately 250 square feet per gallon in accordance with the manufacturer's specifications. Match existing color.

- K) Repaint the white pillars on the back patio to match existing.
 - 1) Pressure Wash all areas with a minimum 2,500-psi to ensure a quality finish. Chlorine Solution will be injected through the unit to achieve a 1:3 ratio. All surfaces will be clean and free of dirt, mildew and debris to ensure proper adhesion.
 - 2) Apply one coat of Pro Industrial DTM Acrylic Primer
 - 3) Apply one coat of Pro Industrial High-Performance Coatings Acrylic at approximately 250 square feet per gallon according with the manufacturer's specifications. Match existing color.

- L) Provide unit pricing for all materials.

- M) Any unforeseen damages need to be approved through Change Order.
- N) Contractor will provide and install a charcoal filter for the A/C intake on the North side of the building to keep fumes out of building.