



**ITB-019-2011  
CITY OF LAKE CITY  
DEMOLITION AND REMOVAL  
OF FOUR CITY OWNED  
STRUCTURES**

Date of Public Opening:  
Thursday, May 12, 2011 @ 11:00 A.M.  
City Hall  
Council Chambers  
205 North Marion Avenue  
Lake City, FL 32055

**All responses must be date and time stamped in by the City of Lake City by 11:00 A.M. on Thursday, May 12, 2011 to be considered responsive.**

**INVITATION TO BID  
CITY OF LAKE CITY  
DEMOLITION AND REMOVAL OF FOUR CITY OWNED STRUCTURES  
LAKE CITY, FLORIDA  
ITB-019-2011**

Sealed bids will be received by the City's Purchasing & Contracting Department in the City of Lake City, City Hall, 205 N Marion Avenue, Lake City, Florida 32055, **until Thursday, May 12, 2011, at 11:00 A.M.** The same day, at 11:15 A.M. (local time) all bids will be publicly opened and read aloud in the Council Chambers, 2<sup>nd</sup> floor City Hall. The City of Lake City reserves the right to accept or reject any or all bids, in part or total and to waive any minor informalities, as deemed in the best interest of the City. No faxed or telecommunicated bids will be accepted. It is the sole responsibility of the bidder to see that the company's bid is in the hands of the City, stamped and dated before the due date and time indicated herein. The City is not responsible for bids lost or delivered to the wrong location. Solicitation documents may be obtained at the Purchasing & Contracting Department in City Hall, 205 N Marion Avenue, Lake City, FL 32055. **There will be no communication, written or verbal, with any City employee, Elected Official, Board Member, or City representative during the course of this solicitation other than through writing to the Purchasing & Contracting Department. All questions must be submitted in writing to the Purchasing & Contracting Department who will obtain the answers and issue in the form of addenda. The deadline for submitting questions is Wednesday, May 4, 2011 at 5:00 P.M.** Failure to have all information as requested may cause the respondent's bid to be rejected. All and any addenda are to be signed and returned with the original bid to be considered responsive.

**A MANDATORY PRE-BID conference will be held on Tuesday, April 26, 2011 at 10:00 A.M. at City Hall, 205 N. Marion Avenue, Lake City, FL 32055 in the Council Chambers located on the 2<sup>nd</sup> floor of City Hall. Immediately following the meeting a walk-through of the structures will be required.**

It will be the sole responsibility of the bidder to contact the Purchasing & Contracting Department prior to submitting bids to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their bid.

**Bonds: Payment and Performance Bonds required for Items I and II only. Bid bond not required.**

**ALL BIDS MUST BE MARKED ON THE OUTSIDE OF THE ENVELOPE WITH THE BID NAME & NUMBER, THE TIME AND DATE OF THE BID OPENING.**

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Wendell Johnson  
City Manager

The City of Lake City is soliciting sealed bids for the demolition and removal of four City owned structures.

All bids must include:

- A copy of license.
- Copy of required insurances
- A list of experience.
- A work plan, including work schedule and timelines.
- References
- Provide a timeline for beginning and completion of project
- All included forms

**Locations:**

- Item I: Old City Water Plant  
298 S.E. Clements Place  
Lake City, FL
- Item II: Putnam Street Water Plant  
928 S.E. Putnam Street  
Lake City, FL
- Item III: Melton Bishop Water Plant  
S.E. Sandia Way  
Lake City, FL
- Item IV: Clayton Smith Water Plant  
S.E. Faye Lane  
Lake City, FL

**Scope of Work:**

- All work must be accomplished maintaining compliance with all applicable environmental laws, regulation, and all other applicable laws and regulations.
- The successful bidder must obtain all required permits to accomplish the scope of work for this demolition project.
- The successful bidder must provide all tools and equipment necessary to safely demolish and remove the structures.
- The successful bidder must completely demolish and properly dispose of, utilizing an approved disposal facility.

- The successful bidder must level, clean ground cover, producing a vacant land parcel in a ready for development condition.

### **Obtain Documents**

Bidders may obtain document forms from: City of Lake City  
Purchasing & Contracting Department - City Hall  
2<sup>nd</sup> Floor  
205 N Marion Avenue  
Lake City, FL 32055

Contact Name: Debbie Garbett  
Phone Number: 386-719-5818  
Email Address: [purchasing@lcfla.com](mailto:purchasing@lcfla.com)  
Web Site: [www.lcfla.com](http://www.lcfla.com)

Documents are available to download from the website.

### **Basis of Bids**

The words “BID” shall be interpreted to mean the same for the duration of these specifications, terms and conditions. It is the intent of the City to promote competitive bidding. It shall be the responsibility of the vendor to advise the Purchasing & Contracting Department of any language, requirements, etc. or any combination thereof, which may inadvertently restrict or limit the requirements stated in the specifications to a single vendor or manufacturer. Such notification must be made in writing at least 40 working hours (5-working days) prior to opening date and time of the bid.

### **Modifications and Withdrawals**

Bids cannot be modified after submitted to the City. Bidders may withdraw bid at any time before public opening. HOWEVER – NO BID MAY BE WITHDRAWN OR MODIFIED AFTER THE PUBLIC OPENING. Bids will be opened as announced in the Invitation to Bid. Bid results will be available for public record as stated in F.S. 119.071(b)1.a “Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from s. [119.07](#)(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. [120.57](#)(3)(a) or within 10 days after bid or proposal opening, whichever is earlier.”

### **Agreement**

The resulting AGREEMENT or CONTRACT, including the General and Special Conditions and all Amendments or Addenda issued by the City, contains all the terms and conditions agreed upon by all parties. No other agreements, oral or otherwise, regarding the subject matter of this AGREEMENT/CONTRACT shall be deemed to exist or to bind either party hereto. All changes must be submitted to the City in writing, and approved by the City Council prior to taking effect.

## **Accidents & Claims**

The contractor shall be held responsible for all accidents and shall indemnify and protect the City from all suits, claims and actions brought against the City and all costs for liability to which the City may be put for any injury or alleged injury to the person(s) or property(s) of another resulting from negligence or carelessness in the performance of the work, or in protection of the project site, or from any improper or inferior workmanship, or from inferior materials used in the work. See also: Insurance Requirements.

## **Laws & Regulations**

The contractor at all times shall be familiar with and observe and comply with all Federal, State, Local, and Municipal laws, codes, ordinances, rules and regulations in any manner and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the City of Lake City against any claims or liability arising from, or based on, the violation of any such law, ordinance, rule, code, regulation, order, patent infringements or decrees.

## **Insurance**

Without limiting Contractor's indemnification, it is agreed that the successful Contractor will purchase at the contractor's own expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Contractor's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.

Statutory Workers Compensation insurance as required by the State of Florida.

Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

Comprehensive Automobile Liability Insurance covering all owned, hired and non-owned vehicles with coverage limits not less than \$100,000.00 per person, \$300,000.00 per occurrence and \$100,000.00 property damage.

## **Payment and Performance Bonds:**

**Payment and Performance bonds are a requirement of this bid for Items I and II. Bonds will not be required for Items III and IV. No exceptions or substitutions.** The successful bidder must submit the Payment and Performance bonds with the executed contract. Upon receipt of all required documents the Notice to Proceed will be issued.

## **Submittal**

Submit your bid in a sealed envelope. Identify the envelope with:

- BID NAME
- BID NUMBER
- PLACE AND TIME OF PUBLIC OPENING
- NAME OF COMPANY/INDIVIDUAL SUBMITTING BID

An original plus one (1) copy of your bid must be sealed and plainly marked on the outside of the envelope with ITB-019-2011, Demolition and Removal of Four City owned structures, Thursday, May 12, 2011 @ **11:00 A.M.** Bids must be addressed to the following:

City of Lake City  
Purchasing & Contracting Department, City Hall  
205 N. Marion Avenue  
Lake City, Florida 32055

Submit bids in accordance with the instructions listed herein regarding time, place and date required. Responses received after the time requirement will not be opened, and will not be considered for award. It is the sole responsibility of the bidder to be sure his/her bid in the hands of the City of Lake City Purchasing & Contracting Department by the required time and date, and that the response is properly sealed and labeled as required. The City will not be responsible for any bids delivered incorrectly or to the wrong address or location.

**THE CITY OF LAKE CITY TAKES NO RESPONSIBILITY FOR ANY EXPENSES INCURRED BY ANY BIDDER IN THE COURSE OF RESPONDING AND/OR PRESENTING THIS BID.**

**It is the intent of the City to award this project on an item per item basis. Item I and Item II require payment and performance bonds. Bonds are required to be submitted with the executed contract.**

Upon approval of bid by the City Council a Notice of Award will be issued to the successful bidder. Upon execution of the contract and receipt of all required documents a Notice to Proceed will be issued.

PROPOSAL  
DEMOLITION AND REMOVAL OF FOUR CITY STRUCTURES

Item I: Old City Water Plant  
298 S.E. Clements Place  
Lake City, FL

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

\_\_\_\_\_ Dollars \_\_\_\_\_ Cents

Item II: Putnam Street Water Plant  
928 S.E. Putnam Street  
Lake City, FL

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

\_\_\_\_\_ Dollars \_\_\_\_\_ Cents

Item III: Melton Bishop Water Plant  
S.E. Sandia Way  
Lake City, FL

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

\_\_\_\_\_ Dollars \_\_\_\_\_ Cents

Item IV: Clayton Smith Water Plant  
S.E. Faye Lane  
Lake City, FL

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

\_\_\_\_\_ Dollars \_\_\_\_\_ Cents

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX # \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (PLEASE PRINT OR TYPE)

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH BID PROPOSAL**



**CONFLICT OF INTEREST STATEMENT**

STATE OF FLORIDA, CITY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who was duly sworn deposes and states:

1. I am the \_\_\_\_\_ of \_\_\_\_\_ with a local office in \_\_\_\_\_ and principal office in \_\_\_\_\_ and principal office in \_\_\_\_\_.
- City & State City & State
2. The above named entity is submitting a Proposal for the City of Lake City ITB-019-2011 described as Invitation to Bid, Demolition and removal of four City owned structures.
3. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
7. Neither the entity nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
9. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
Typed Name and Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

Personally Known \_\_\_\_\_ Or produced identification \_\_\_\_\_

Identification type: \_\_\_\_\_

Notary Public-State of \_\_\_\_\_

Printed, typed, or stamped commissioned name of notary public.

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

**THIS FORM MUST BE INCLUDED WITH BID PROPOSAL**

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, \_\_\_\_\_(print or type name of firm) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”

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

\_\_\_\_\_  
Date Signed

State of Florida

County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_day of \_\_\_\_\_20\_\_\_\_.

Personally known\_\_\_\_or Produced Identification \_\_\_\_\_

(Specify type of identification)

\_\_\_\_\_  
Signature of Notary  
My Commission Expires:\_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH BID PROPOSAL**

**SWORN STATEMENT UNDER SECTION  
287.133(3)(n), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid No.\_\_\_\_\_.
2. This sworn statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) its Federal Identification No.(FEIN) is \_\_\_\_\_. If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement\_\_\_\_\_.
3. My name is \_\_\_\_\_ and my relationship to the entity named above is\_\_\_\_\_.
4. 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 with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or 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 misrepresentations.
5. 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, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or

**b.** 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 market value under an arm’s length agreement, shall be a prima facie 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.

7. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state 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.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

\_\_\_\_\_The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in 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, and (Please indicate which additional statement applies)

\_\_\_\_\_There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

\_\_\_\_\_The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of

Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

\_\_\_\_\_The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

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

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

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

Personally appeared before me, the undersigned authority, \_\_\_\_\_ who after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State at large

My Commission Expires:

**THIS FORM MUST BE INCLUDED WITH BID PROPOSAL**

**DISPUTES DISCLOSURE FORM**

**Answer the following questions by placing an “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.**

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Lake City, ITB-007-2010, Invitation to Bid for Demolition of Old City Hall.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature and Title Printed or Typed Name and Title

**THIS FORM MUST BE INCLUDED WITH BID PROPOSAL**

## REFERENCES

As per the General Specifications Section, below is a list of at least three (3) client/customer references including company name, address, contact person, telephone number and length of time services provided. (Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.)

1. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Business Phone #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Email: \_\_\_\_\_  
Length of time services provided: \_\_\_\_\_
2. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Business Phone #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Email: \_\_\_\_\_  
Length of time services provided: \_\_\_\_\_
3. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Business Phone #: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Email: \_\_\_\_\_  
Length of time services provided: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED WITH BID PROPOSAL**

**PEFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_ of the state of \_\_\_\_\_ and County of \_\_\_\_\_ hereinafter, known as the Principal, and \_\_\_\_\_ a corporation chartered and existing under the laws of the State of \_\_\_\_\_ and duly authorized to business in the State of Florida a Surety, and held and firmly bound unto the City of Lake City, Florida hereinafter known as the Owner, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to be paid to the Owner, for the use and benefit of all persons doing work or furnishing skill, tools, machinery or materials., or subcontracting under or for the purpose of the hereinafter named contract, for which payment, well and truly to be made, we hereby bind ourselves, or heirs, executors, administrators, successors and assignees, jointly and severally, by these presents.

This obligation is, however, subject to the following conditions:

The above bound Principal has entered into a contract with the Owner under which it agrees to furnish all labor and materials and do all work necessary to construct all improvements described in these contract documents under certain terms, conditions and stipulations and in accordance with the plans and specifications for the project, which are hereto attached and made a part of this obligation.

NOW, THEREFORE, the conditions of this obligation are such tat is the above bound Principal shall faithfully and fully carry out and comply with the terms and conditions of said contract, in complete the work therein specified and in the event Contractor fails to perform, it shall be the duty of the Surety herein to assume the responsibility for the performance of the contract and to complete the work specified therein, including, but not limited to, obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said contract, and such alterations or additions as may be made therein or in the plans and specifications, and shall indemnify and save the Owner harmless against any claims for using any form of material process, composition or anything which is patented, and likewise indemnify and save the Owner harmless against all claims for damages by reason of any default or negligence, want of skill or care on the part of said Principal or Agents in and about the performance of said contract, and shall comply with all laws pertaining to said work and shall comply with and perform any and all warranties and/or guarantees provided for in said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

And the Surety to this bond, for value received agrees that no change, extensions of time, alterations or additions to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the contract or the work or to the Plans and Specifications.

Said Principal and Surety hereby for themselves and their families waive and renounce the benefit of all homestead and exemption laws of this or any other state of the laws of the United



States, as against any claim or judgment based upon the obligations of this bond.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Section 255.05 of the Florida Statutes, and is intended to be and shall be construed to be a bond on compliance with the requirements thereof, except and to the extent that this bond provides Owner with greater or additional rights than those set forth in Section 255.05. The payment bond required to exempt an Owner under this part shall be furnished by the Contractor in at least the amount of the original contract price before commencing the construction under the direct contract. The bond shall be executed as surety by a surety insurer authorized to do business in this state and shall be conditioned that the Contractor shall promptly make payments for labor, services and materials to all lienors under the Contractor's direct contract. Any form of bond given by a Contractor conditioned to pay for labor, services, and materials used to improve real property shall be deemed to include the condition of this subsection.

IN WITNESS WHEREOF, said Principal and Surety have thereunto affixed their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, either in person or by agents fully authorized.

As to Principal:  
Signed, sealed and delivered in  
The presence of:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

By \_\_\_\_\_(L.S.)

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

State of \_\_\_\_\_

County of \_\_\_\_\_

As to Surety:  
Signed, sealed and delivered in  
The presence of:

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness

By: \_\_\_\_\_(L.S.)

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

State of \_\_\_\_\_

Approved as to form:

County of \_\_\_\_\_

\_\_\_\_\_  
Owners Attorney

**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS, THAT WE** \_\_\_\_\_ of the State of \_\_\_\_\_ and County of \_\_\_\_\_ hereinafter, known as the Principal, and \_\_\_\_\_, a corporation chartered and existing under the laws of the State of \_\_\_\_\_ and duly authorized to business in the State of Florida as Surety, are held and firmly bound unto the the City of Lake City, Florida hereinafter known as the Owner, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to be paid to the Owner, for the use and benefit of all persons doing work or furnishing skill, tools, machinery or materials, or subcontracting under or for the purpose of the hereinafter named contract, for which payment, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and severally, by these presents.

This obligation is however, subject to the following conditions:

The above bound Principal has entered into a contract with the Owner under which agrees to furnish all the labor and materials and do all work necessary to construct all improvements described in these contract documents under certain terms, conditions, and stipulations and in accordance with the plans and specifications for the project, which are hereto attached and made a part of this obligation.

NOW should the above named Principal and all subcontractors, if any, to whom any portion of the work provided for in the attached contract is sublet and all assignees of the said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said contract, and for the payment of reasonable attorney fees, incurred by the claimant or claimants in suits on said bond, then the above obligation shall be void; otherwise, to remain in full force and effect.

And the Surety to this bond, for value received agrees that no change, extensions of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extensions of time, alterations or additions to the terms of the contract or to the work to the Plans and Specifications.

Said Principal and Surety hereby for themselves and their families waive and renounce the benefit of all homestead and exemption laws of this or any other state or the laws of the Unites States, as against any claim or judgement based upon the obligations of this bond.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Section 255.05 of the Florida Statutes, and is intend to be and shall be construed to be a bond on compliance with the requirements thereof. The payment bond required to exempt an Owner under this part shall be furnished by the Contractor in at least the amount of the original contract price before commencing the construction of the improvement under the direct contract. The bond shall be executed as surety by a surety insurer authorized to do business in this state and

shall be conditioned that the Contractor shall promptly make payments for labor, services, and material to all lienors under the Contractor's direct contract. Any form of bond given by a Contractor conditioned to pay for labor, services, and materials used to improve real property shall be deemed to include the condition of this subsection.

IN WITNESS WHEREOF, said Principal and Surety have thereunder affixed their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, either in person or by agents fully authorized.

As to Principal:

Signed, sealed and delivered in  
The presence of:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witnesses

By: \_\_\_\_\_(L.S.)

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

State of \_\_\_\_\_

County of \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Owner's Attorney

# **CITY OF LAKE CITY BIDDER'S CHECK LIST**

**BIDS MAY NOT BE CONSIDERED** if the following documents and/or attachments are not completely filled out and submitted with your bid.

**Before sending in your bid, please make sure you have completed all of the following:**

\_\_\_\_\_ Enclose two (2) sets of the Bid form (one marked original and one copy), including all handwritten sections. Please make and retain a separate copy of this bid package for your records.

\_\_\_\_\_ Bid Form, must be complete and have a manual signature (original signature) preferably signed in blue ink.

\_\_\_\_\_ Include proof of proper licensing as stated in bid documents.

\_\_\_\_\_ Include proof of required insurances.

\_\_\_\_\_ Every page that has anything hand written on it, must be imprinted with the company's name on the top right-hand corner of the page.

\_\_\_\_\_ Return bid in an envelope with the bid number and name of bid printed on the front of the envelope. If Fed-Ex or UPS-please keep bid in a separate sealed envelope when placing it in their packaging

\_\_\_\_\_ Acknowledge in the bid any and all addendums issued and manually sign each addendum sheet and submit it with your bid.

\_\_\_\_\_ Erasures or other descriptive literature, brochures and/or data must be initialed by the person signing the bid.

## FORMS

- \_\_\_\_\_ References
- \_\_\_\_\_ Public Entity Crime Statement
- \_\_\_\_\_ Conflict of Interest
- \_\_\_\_\_ Disputes Disclosure
- \_\_\_\_\_ Drug Free Work Place

\_\_\_\_\_ **PLEASE INITIAL**