



Procurement Department
Web: www.rivierabeach.org
Office: (561) 845-4180
Email: purchasing@rivierabeach.org

CONSTRUCTION INVITATION TO BID

SOLICITATION NUMBER: 26-019

SOLICITATION TITLE: 35TH STREET CDBG PROJECT

ISSUE DATE: 8/17/2026

PRE-BID MEETING: NOT APPLICABLE

QUESTIONS DEADLINE: 8/31/2026 5PM EST

BID DUE DATE: 10/01/2026 2PM EST

The City reserves the right to modify or alter the following procurement schedule as needed.

PROCUREMENT SPECIALIST Alex Massari

EMAIL ADDRESS: amassari@rivierabeach.org

The City of Riviera Beach reserves the right to cancel this ITB at any time and for any reason before the City Council awards a contract.

Bids must be received electronically ONLY via the Bidnet Direct website (<https://www.bidnetdirect.com/florida/cityofrivierabeach>). Bids not received electronically will be rejected.

Table of Contents

I. NOTICE TO BIDDERS	3
II. PRE-BID CONFERENCE / SITE WALK-THROUGH	4
III. ELECTRONIC BID OPENING	4
IV. DEFINITIONS	5
V. SCOPE OF WORK	8
VI. INSTRUCTIONS TO BIDDERS / BIDDING REQUIREMENTS	14
VII INSURANCE REQUIREMENTS	23

ADDITIONAL ATTACHMENTS AND REQUIRED FORMS:

ATTACHMENT “A” – Offeror’s Required Forms

- Authorized Signatories – REQUIRED
- Conflict of Interest Disclosure Form – REQUIRED
- General Certifications (10 Certifications-One Signature Page) – REQUIRED
- Human Trafficking Affidavit **(Notarized)** – REQUIRED
- Litigation Statement – REQUIRED
- Public Entity Crimes Sworn Statement **(Notarized)** – REQUIRED
- Required References – REQUIRED

ATTACHMENT “B” – City of Riviera Beach ITB Terms and Conditions

ATTACHMENT “C” – Bid Cost Proposal

ATTACHMENT “D” – Sample Contract for Construction

ATTACHMENT “E” - SBE Participation Schedule 1 & 2

ATTACHMENT “F” – BID BOND FORM

ATTACHMENT “G” – 35th ST SPECIFICATIONS

ATTACHMENT “H” – 35th ST BID SET

ATTACHMENT “I” – REQUEST FOR APPROVED EQUALS

ATTACHMENT “J” – REQUIRED FEDERAL DOCUMENTS

ATTACHMENT “K” – ENVIRONMENTAL REPORT

I. NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN THAT ELECTRONIC BIDS will be received on the above referenced Project by City of Riviera Beach, hereinafter "City", until 2:00 PM Eastern time on 10/01/2026 for the Scope of Work set forth below. No bids will be received after this date and time.

City of Riviera Beach utilizes BidNet as its exclusive electronic solicitation platform. Registration is free and is required to view solicitation documents, get updates, and submit responses. Bids must be submitted in BidNet and presented in accordance with this solicitation's instructions and within the stated time constraints.

Bidding documents, including drawings and specifications, Plan Holders List, Bid Form and Addendum(s) will be uploaded in BidNet, when available. The address is: <https://www.bidnetdirect.com/florida/cityofrivierabeach>

All communications regarding this solicitation will be directed only to the Procurement Specialist listed on the cover page of this solicitation. **Failure to use this single point of contact may cause your bid to be rejected. Any answers or clarifications affecting the cost will be addressed to all Bidders in an addendum. Under no circumstances will verbal interpretations or clarifications be given to individual contractors.**

AT THE TIME OF SUBMITTAL OF A ELECTRONIC BID, AND AT ALL TIMES DURING THE PERFORMANCE OF THIS CONTRACT, BIDDER WILL BE AN APPROPRIATELY LICENSED CONTRACTOR IN THE STATE OF FLORIDA TO PERFORM THE WORK AS IDENTIFIED IN THE INVITATION FOR BID; ALL PROPOSED SUBCONTRACTORS WILL BE APPROPRIATELY LICENSED AS CONTRACTORS IN THE STATE OF FLORIDA FOR PERFORMING THE PORTION OF THE WORK FOR WHICH THEY ARE RESPONSIBLE.

This is a Community Development Block Grant Project Federally funded by the U.S. HUD and administered through Palm Beach County Department of Housing and Economic Development. Davis-Bacon & Related Acts, including wage rates, will apply to all construction work performed on this project. Palm Beach County requires the use of an online labor compliance reporting system for payroll submittal. Build America, Buy America Act 2 CFR Part 184 requirements apply. Section 3 requirements per 24 CFR Part 75 apply. Small, women-owned, minority, Section 3, and/or disadvantaged businesses are encouraged to bid on this project.

The Grantee/Subrecipient/Developer/Contractor/Subcontractor must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Section 3 Clause (if applicable):

(i)The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 170 1u (Section 3) and 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 are to the greatest extent feasible directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The Section 3 Clause provides that total labor hours for the project are reported; labor hours for Section 3 Workers are reported; and labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75 are reported by the Subrecipient to the County for submittal to the Department of Housing and Urban Development.

(ii)The contractor agrees to include this Section 3 Clause in every subcontract on a Section 3 Project subject to compliance with regulations in 24 CFR Part 75.

(iii)Non-compliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted projects.

II. PRE-BID CONFERENCE / SITE WALK-THROUGH

There will not be a pre-bid meeting for this solicitation.

III. ELECTRONIC BID OPENING

Bids must be submitted in BidNet Direct and presented in accordance with this solicitation's instructions and within the stated time constraints.

All City of Riviera Beach solicitations will be opened electronically via the Bidnet Direct website (<https://www.bidnetdirect.com/florida/cityofrivierabeach>) at the date and time indicated in the solicitation. This meeting will be conducted virtually via the Microsoft Teams Platform. Bidders may attend this meeting on a computer, laptop, cell phone, or any other device with Wi-Fi access.

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/267478524334569?p=32ibXRTyXljcqb1WPW>

Meeting ID: 267 478 524 334 569

Passcode: uy36wb7X

[Need help?](#) | [System reference](#)

Dial in by phone

+1 872-242-8933,,884647703# United States, Chicago

[Find a local number](#)

Phone conference ID: 884 647 703#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

Get the app now and be ready when your first meeting starts: <https://www.microsoft.com/en-us/microsoft-teams/download-app>

IV. DEFINITIONS

The following terms, when used in this Invitation to Bid (ITB) and in any resulting Contract for Construction, shall have the meanings set forth below. These definitions apply throughout all sections of the ITB and all Contract Documents unless the context clearly requires otherwise. Where a term appears in all capitals in the Contract for Construction (e.g., "CITY," "CONTRACTOR"), it shall have the same meaning as the defined term below. This ITB is expressly incorporated into and made a part of the resulting Contract for Construction by reference. The ITB number shall be inserted in Article 2 (Order of Precedence) of the Contract at execution.

Addendum. A written modification, clarification, or supplement to this ITB issued by the City prior to the Bid Due Date. All Addenda are incorporated into and made part of the Contract Documents. In the event of conflict, Addenda issued later in time shall control over earlier Addenda.

Bid. The complete and properly executed response submitted by a Bidder in response to this ITB, including all required forms, certifications, attachments, and the Bid Cost Proposal, submitted in accordance with the requirements set forth herein.

Bid Bond. A bond submitted by the Bidder with its Bid, executed by a surety company authorized to do business in the State of Florida, in an amount not less than five percent (5%) of the total Bid amount, guaranteeing that the Bidder will enter into a Contract with the City and deliver the required Performance Bond and Payment Bond within ten (10) calendar days of receiving notice of award.

Bid Cost Proposal (Bid Sheet). The pricing schedule submitted by the Bidder as part of the Bid, setting forth all-inclusive unit and/or lump sum prices for the Work described in the Scope of Work. Prices offered on the Bid Cost Proposal are all-inclusive and constitute complete compensation for the Work.

Bid Due Date. The date and time by which all Bids must be received by the City, as stated on the Cover Sheet of this ITB. Bids received after the Bid Due Date will not be considered.

Bidder. Any individual, firm, partnership, corporation, joint venture, or other legal entity that submits a Bid in response to this ITB. Upon award and execution of the Contract, the successful Bidder becomes the Contractor.

BidNet Direct. The City's designated electronic procurement platform, accessible at www.BidNetDirect.com/florida/cityofrivierabeach, through which this ITB is distributed and through which all Bids must be submitted electronically.

City. The City of Riviera Beach, a municipal corporation organized and existing under the laws of the State of Florida, whose principal address is 600 West Blue Heron Blvd., Riviera Beach, FL 33404, acting by and through its City Council and authorized representatives.

City Council. The governing body of the City of Riviera Beach, vested with authority to approve contracts, authorize expenditures, and take other actions as required by the City's Charter and applicable law.

City Representative / Contract Administrator. The City employee or designee assigned to administer and oversee the day-to-day performance of the Contract on behalf of the City, currently the Director of Public Works or designated Construction Administrator identified in the Scope of Work. The City Representative is authorized to review and approve invoices, issue written notices, and provide direction on routine Contract matters, but is not authorized to amend or modify the Contract except as permitted under the Contract Documents.

Cone of Silence. The prohibition on oral communication between a Bidder or its representatives and City officials, employees, or evaluation personnel regarding a pending solicitation, as established by Section 2-166 of the City's Code of Ordinances, from the date of issuance of this ITB until the City Council takes final action on the award.

Contract. The written agreement executed between the City and the Contractor, which shall include and be binding upon the parties with respect to the Work, together with all Contract Documents incorporated by reference, including without limitation: this ITB, all Addenda, the Contractor's Bid, the Scope of Work, and any duly executed Contract Amendments or other documents expressly referenced herein or in the ITB

Contract Price. The total compensation payable by the City to the Contractor for full and complete performance of the Work in accordance with the Contract Documents. The Contract Price is all-inclusive.

Contract Time. The number of calendar days allotted for the Contractor to achieve Substantial Completion of the Work, as specified in the Contract, commencing upon the date of the Notice to Proceed. Time is of the essence under the Contract in all respects.

Contractor. The individual, firm, partnership, corporation, joint venture, or other legal entity that has been awarded the Contract and is responsible for performing the Work in accordance with the Contract Documents. . The Contractor is an independent contractor and not an employee, agent, or servant of the City. The Contractor shall perform a minimum of fifty percent (50%) of the Work with its own forces and equipment.

Contingent Fee. Any fee, commission, percentage, gift, or other consideration paid or agreed to be paid by a Bidder or Contractor to any person, company, corporation, or firm, other than a bona fide employee working solely for the Bidder or Contractor, that is contingent upon or resulting from the award of a City contract. Contingent fees are prohibited. Violation entitles the City to terminate the Contract without liability and to recover the full amount of any such fee paid.

Days. Unless otherwise specified, "days" means calendar days. "Business days" or "working days" means Monday through Friday, excluding City-observed holidays.

E-Verify. The federal electronic employment eligibility verification system (E-Verify.gov) that employers use to confirm the employment eligibility of newly hired workers, as required by Section 448.095, Florida Statutes. Registration and use of E-Verify is mandatory for the Contractor and all subcontractors. Failure to comply may result in contract termination and a one-year debarment from City contracting.

Final Acceptance. The City's written determination that all Work has been completed in conformance with the Contract Documents, all punch list items resolved, all required documentation and releases delivered, and the City has issued written notice of final acceptance to the Contractor. The Contractor may not submit a Final Invoice until the City provides written notice of Final Acceptance.

Invitation to Bid (ITB). This solicitation document, including all sections, attachments, exhibits, and incorporated references, issued by the City's Procurement Department to solicit competitive sealed bids for the construction Work described herein.

Liquidated Damages. A pre-agreed, good-faith pre-estimate of the daily damages the City will suffer as a result of the Contractor's failure to achieve Substantial Completion within the Contract Time.

Liquidated damages are not a penalty. The applicable daily rate is set forth in this ITB and in the Contract.

Local Business. A Bidder that maintains a permanent, physical place of business within the City limits of Riviera Beach with a valid business tax receipt and certificate of occupancy, established for a minimum of twelve (12) months prior to the published date of this ITB. Post office boxes and postal service center locations do not qualify.

Notice to Proceed (NTP). The written notice issued by the City to the Contractor authorizing commencement of the Work and establishing the date from which Contract Time is measured. Construction work must begin within ten (10) calendar days from the date of receipt of the NTP, provided the City has received required proof of insurance and Performance and Payment Bonds.

Payment Bond. The bond provided by the Contractor pursuant to Section 255.05, Florida Statutes, equal to one hundred percent (100%) of the Contract Price, guaranteeing payment of all obligations to laborers, materialmen, and subcontractors arising under the Contract.

Performance Bond. The bond provided by the Contractor pursuant to Section 255.05, Florida Statutes, equal to one hundred percent (100%) of the Contract Price, guaranteeing faithful performance of all obligations of the Contractor under the Contract Documents, including the correction of defective Work during the warranty period. The surety must maintain a minimum "A-" management rating and "10" financial strength rating in Best's Key Rating Guide.

Procurement Director. The Director of the City's Procurement Department, or authorized designee, responsible for administering the solicitation process and serving as the primary point of contact for this ITB through award.

Responsive Bidder. A Bidder that has submitted a Bid that conforms to the requirements of the ITB in all material respects.

Responsible Bidder. A Bidder that has demonstrated the capability, financial resources, experience, integrity, and reliability necessary to perform the Work in accordance with the Contract Documents, as determined by the City in its sole discretion.

Retainage. Five percent (5%) of each Progress Payment withheld by the City from amounts otherwise due to the Contractor to ensure satisfactory completion of the Work. Retainage is released upon Final Acceptance in accordance with the Contract and applicable Florida law.

SBE (Small Business Enterprise). A business entity meeting the City's small business designation criteria as established in the City's Procurement Code, Division 2 – Small Business Enterprise Participation Goal. The City has established a goal of fifteen percent (15%) SBE participation on City construction contracts.

Scope of Work. The detailed description of construction services, labor, materials, equipment, and deliverables to be provided by the Contractor, as set forth in this ITB and referenced in the Contract.

Subcontractor. Any individual, firm, partnership, corporation, or other legal entity having a direct contractual relationship with the Contractor to perform any portion of the Work. The Contractor remains fully responsible to the City for all acts and omissions of its Subcontractors.

Substantial Completion. The stage of the Work at which the Work is sufficiently complete in accordance with the Contract Documents so that the City can use or occupy the Work for its intended purpose, evidenced by the City's issuance of a Certificate of Substantial Completion.

Surety. The bonding company, licensed in the State of Florida with a minimum “A-” management rating and “10” financial strength rating in Best’s Key Rating Guide, that issues the Performance Bond and Payment Bond on behalf of the Contractor.

Work. The entire completed construction, or the various separately identifiable parts thereof, required to be furnished and performed by the Contractor under the Contract Documents, including all labor, materials, equipment, tools, supervision, permits, and incidentals necessary to complete the Project in accordance with the Contract Documents. “.

V. SCOPE OF WORK

A. BACKGROUND

The City of Riviera Beach (“City”) is located along the Atlantic shores of southeast Florida in Palm Beach County. With a population of more than 38,000 residents, Riviera Beach is home to one of the most impressive beaches in the southeastern United States, boasting an average year-round temperature of 75 degrees.

Along the waterfront in Riviera Beach, residents and tourists enjoy the city’s shops, restaurants, and spectacular attractions. The waterfront marketplace draws in crowds of tourists headed for the cruise ships; the Port of Palm Beach is located in Riviera Beach, and the Margaritaville At Sea cruise ship departs every other day. Riviera Beach is a growing harbor city located along the shores of the Atlantic Ocean in southeast Florida, USA.

The City’s municipal beach is one of the finest in the state. Our beautiful sandy beaches make Riviera Beach an appealing place for sporting events. Our community and visitors provide an interesting, varied mix of young people, families and retirees from just about anywhere.

B. PURPOSE

Improvements which include sanitary sewer rehabilitation, water main, drainage, roadway surface, selective concrete sidewalk replacement, new ADA ramps, striping and signage.

A. CONTRACT PERIOD

This is a one-time fixed project.

There are no renewal options for this project. All prices, terms, and conditions shall remain fixed for the initial period of the contract. There will be no allowable price escalations throughout any contract period(s), unless otherwise specified in this document.

C. CONSTRUCTION ADMINISTRATOR

Terrence Bailey is the designated Construction Administrator/Project Manager for this project. Terrence Bailey can be reached at tbailey@rivierabeach.org or (561) 845-4080. The Contractor will work with the Engineering Department and the designated Construction Administrator to complete this project.

D. CONSTRUCTION ADMINISTRATOR RESPONSIBILITIES:

1. The Construction Administrator / Designee shall serve as a liaison, coordinate, and approve all work under the contract.
2. The Construction Administrator / Designee shall resolve any disputes.
3. The Construction Administrator / Designee shall perform performance evaluations regularly.
4. The Construction Administrator / Designee shall schedule and conduct contractor performance evaluations, document findings, and review and approve all invoices for work performed or items delivered for payment.
5. Ensure bonding requirements are followed and maintained **BEFORE** any work begins.

E. CONTRACTOR RESPONSIBILITIES:

1. The successful bidder (hereinafter referred to as the contractor) shall furnish, at their expense, all labor, supervisors, equipment, machinery, tools, materials, transportation, and other services necessary to fully **reconstruct of deteriorated public streets, installation of limerock base, asphaltic pavement, concrete sidewalks, concrete curb and gutter, reinforced concrete drainage pipe and inlet structures, ex-filtration trench, replacement of existing water main, and services, installation of fire hydrants and appurtenances, replacement of existing sanitary sewer system, manholes and lines including lateral services and cleanouts, traffic calming devices, striping and signage, and grouting, adjustment, and proper disposal or abandonment of existing utilities** and all other elements as indicated on the associated plans and specifications. The contractor shall be responsible for protection of all irrigation. The contractor shall be responsible for restoration of pavement and sodding of all disturbed areas. The Contractor prior, during and at the completion of the demolition part of this work shall follow all the required notifications, protection, regulatory requirements and execution procedures described in Section 02050 of the Project Manual.
2. The contractor shall be responsible to ensure frequent pick-up of all refuse, rubbish, scrap materials, and debris that result from their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc., shall be transported from the premises. NO rubbish shall be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready to use condition.
3. The contractor shall provide a schedule for the required work and coordinate all required work with other occupancy and/or construction occurring on or in this area by others.
4. Safeguard of all equipment, tools, materials, etc., at the work site shall be the contractor's responsibility.

5. The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operations at the work site.
6. Contractor shall correct any and all damage caused by their operations to the City's satisfaction at no additional cost to the City.
7. The contractor shall have an English-speaking supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf.
8. The contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times, and their compliance with City Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on City projects.
9. The contract time for this solicitation shall be for **120 days** from issuance of Purchase Order / Notice to Proceed to Project Substantial Completion. The contractor work shall Finally Complete with an additional **30 calendar** days from Substantial Completion. Total Calendar Days shall be **150 days** unless specifically indicated in the origination of the requisition.
10. The Public Works Department has taken the liberty to utilize the standard bid documents and latest contract to initiate a draft of the necessary bid document and technical specifications. Please find enclosed the draft bid package.

F. GOVERNING REGULATIONS

The Contractor will provide services in compliance with all Federal, State, County, and City regulations and guidelines. The materials and equipment must meet and/or exceed all current standards and requirements of:

G. PERMITS AND LICENSES

The Contractor shall obtain, at their own expense, all permits and licenses required by law or ordinance as indicated in this solicitation and maintain them in full force and effect throughout the Term of this Agreement. Any changes in the licenses or permits shall be reported to the City within ten (10) Business Days of the change.

Failure to obtain and maintain all permits and licenses, including but not limited to any permit or

license which the City may in the future require to engage in the business of Transportation Services in Palm Beach County, shall constitute an event of default.

H. PROJECT DURATION

The Contractor shall complete all services no less than one hundred twenty (120) Calendar Days from receipt of the Purchase Order and Notice to Proceed (NTP).

Time is of the essence for the Contractor's work performance. The Contractor is expected to complete this project as expeditiously as possible. The work to be performed under this contract shall commence upon issuance of a Notice to Proceed (NTP). No Contract Time extensions will be allowed for holidays or vacations. At a minimum, the selected Contractor must adhere to the following schedule as set by the City:

1. The Contractor recognizes that TIME IS OF THE ESSENCE. The Work shall commence within 10 calendar days (6 working days) of the date of the Notice to Proceed.
2. The Work shall be Substantially Completed within one hundred twenty (120) Calendar Days after the date the Contract Time commences to run, as provided in the Notice to Proceed.
3. The Work shall be finally completed on the Final Completion Date and ready for final payment per this Agreement within thirty (30) Calendar Days after the date when the Contract Time commences to run as provided in the Notice to Proceed.
4. Preliminary Project Schedule - Within 10 days after Notice of Award and as a condition precedent to executing the Contract, before commencement of any work, the Contractor shall submit their preliminary project schedule to the City for review and approval. The schedule shall be written in sufficient detail to show the chronological relationship of all major aspects of the project, including procurement of materials, scheduling of equipment, construction, and installation phases, with a level of detail.

I. LIQUIDATED DAMAGES

The parties acknowledge that time is of the essence under the Contract, and that the City will suffer damages if the Contractor fails to achieve Substantial Completion within the Contract Time. Because the actual damages resulting from such delay would be difficult or impossible to determine with precision, the parties agree that the liquidated damages rate set forth herein represents a reasonable, good-faith pre-estimate of the City's actual damages and is not a penalty.

Upon failure of the Contractor to achieve Substantial Completion within the Contract Time, as the same may be extended in accordance with the Contract Documents, the Contractor shall be liable to the City for liquidated damages in the amount of \$500.00 per calendar day for each day that Substantial Completion is delayed beyond the Contract Time.

The City may deduct accrued liquidated damages from any monies due or to become due to the Contractor under the Contract, or may collect such amounts from the Contractor or its surety. Assessment of liquidated damages shall not release the Contractor from any other obligation under the Contract, including the obligation to achieve Final Completion.

J. WEATHER

1. The Time of Completion for this project has been calculated assuming that the weather conditions will be average to moderate. If, in the opinion of the City's Contract Administrator / Designee, the weather escalates to a point where the work delays on the project are more than the Contractor could have reasonably anticipated or controlled, the Contract Administrator / Designee will make the necessary arrangements to extend the time of completion for each work order package once the request has been made for such extensions by the Contractor.
2. If adverse weather conditions are the basis of a Claim(s) for additional time, such Claim(s) shall be documented by data substantiating that weather conditions were abnormal for the period, could not have been reasonably anticipated, and had an adverse effect on the project's scheduled activities.
3. The Contractor will be required to promptly notify the City's Contract Administrator / Designee in writing of any such delays to the work, explaining its efforts to mitigate the effects of such delays. Any notification received by the Contract Administrator / Designee more than five business days after the delay will not be considered. No extension of time shall be granted for delay(s) resulting from typical weather conditions prevailing in the applicable area(s) as defined by the average of the last ten (10) years of weather data recorded with the City and the appropriate jurisdiction(s).

K. DELIVERY, STORAGE, AND HANDLING

The Contractor shall coordinate delivery and arrange storage of materials (if needed). Storage space may be limited. Components sensitive to damage in a harsh environment shall be stored off-site and delivered as required. The Contractor shall provide all necessary protective covering to prevent damage to surrounding work areas. The Contractor shall be responsible for the on-site security of tools, equipment, and materials.

L. PERSON OF CONTACT

The Contractor shall provide contact information for Primary and Secondary staff within the company who will be responsible for responding to the City's request for support services during the term of this agreement. Contact information shall include the name of the Contact(s), email address, Website Information, Phone Number, and Fax Number.

M. RESTORATION OF PROPERTY

Property - whether public or private - if damaged during construction or removed for the convenience of the work; ALL such property shall be repaired and/or replaced by the Contractor at his/her own expense in a manner acceptable to the City's Contract Administrator, before final acceptance of the work. Restoration of specific items (such as benches, shelters, traffic signs, street signs, fences, sod, etc.) shall be performed promptly for reasons of public safety, health, and welfare.

N. STORAGE SITES

The Contractor shall furnish, at his/her own expense, suitably secure area(s) for storing any equipment and materials to be left on-site (where approved). The location of such area(s) shall be approved by the appropriate governing jurisdiction and/or property owner. The Contractor shall maintain these areas clean and orderly, causing a minimum nuisance to the surrounding areas/community.

O. CONTRACTOR AND SUBCONTRACTOR UNIFORM/BADGING

The Contractor employees assigned to this contract must wear a professional uniform with the company name permanently affixed to it. Uniforms shall comply with all safety provisions from the Florida Department of Transportation, OSHA, and the City.

P. CONTRACTOR AND SUBCONTRACTOR VEHICLES

The Contractor's company vehicles shall be distinctly labeled with the company name and shall only be parked in designated spaces provided by the City.

Q. DAMAGE REIMBURSEMENT

The Contractor shall be solely responsible for and shall reimburse the City any and all costs and/or expenses of any kind or nature relating to the correction of any damage to any City property resulting from the installation, maintenance, or replacement of mounted equipment and infrastructure.

R. WARRANTY

The Contractor shall furnish all pertinent warranty information, including manufacturers' warranties and effective dates, as they become available, for all new equipment. All materials, parts, components, equipment, and labor work performed shall be fully warranted and guaranteed for a minimum of One (1) year from the date of completion of services and acceptance by the City. Parts and equipment shall be replaced during the warranty period and have a warranty matching that of the original part from date of replacement. Repair or replacement of defects occurring in labor or product(s) within the warranty period shall be performed and provided at no additional cost to the City.

S. CLEAN UP

All usable materials and debris shall be removed from the premises at the end of each workday and disposed of appropriately. Upon final completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated location Contract Administrator / Designee.

T. WORK ACCEPTANCE

1. Services to be performed under this agreement will be inspected by an authorized representative of the Engineering Department to determine acceptance of work, appropriate invoicing, and warranty conditions.
2. The City shall complete any necessary inspection and testing of work for compliance with the scope of services and technical specifications within five (5) business days of notification of completion by the Contractor.
3. The City shall provide written notice of acceptance or rejection within five (5) business days of completion of inspection. The Contractor may not submit a final invoice unless and until the City provides written notice of final acceptance.

U. INVOICING AND PAYMENT

Under this Contract, the Contractor shall submit detailed, itemized invoices identifying all labor, materials, equipment, and services performed. Invoices must reference the applicable Purchase Order number and be submitted in accordance with the Schedule of Payments set forth in the Contract for Construction.

Invoices shall be submitted as follows:

1. Initial: Upon Completion of 50% of the project.
2. Final: Upon Completion and the City's Acceptance of Work.

Note: Payment Retainage applies to this agreement **at a rate of 5%** and will be withheld until Final Acceptance of the Work by the City and satisfaction of all conditions for Final Payment as set forth in the Contract for Construction.

VI. INSTRUCTIONS TO BIDDERS / BIDDING REQUIREMENTS

The following information and instructions are given for the purpose of guiding Bidders in properly preparing their bid responses and are standard for Construction Invitations to Bid (CITB) solicitations as issued by the City. These directions and instructions have equal force and weight with the scope of services, specifications, and strict compliance, which is required with all these provisions. The City may delete, modify, or supersede any of these standard instructions for a particular contract to the Contractor or in the line item. It is the Bidder's sole responsibility to become familiar with the scope of services, City requirements, and systems prior to submitting a bid. The solicitation package, exhibits, attachments, addendums, and the successful bid response will be included in any Agreement between the Contractor and the City.

In addition to the documents in Attachment "A" – Bidder's Required Forms, Bidders are required to complete any additional project specific requested forms. Failure to submit the required forms will deem the Bidder Non-Responsive.

A. ELIGIBILITY

No bid response will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Riviera Beach upon any debt or contract or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Council of Riviera Beach.

B. RESPONSIBILITY

No variation in price or conditions will be permitted based upon a claim of ignorance. **Submission of a bid response will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.**

C. QUESTIONS

Prospective bidders must submit any questions regarding this solicitation electronically in **BidNet** by the due date and time specified in the solicitation. Only questions submitted via **BidNet** will be accepted and addressed. **Responses to questions received during the solicitation time period are posted on the website at <https://www.bidnetdirect.com/florida/cityofrivierabeach> in an**

addendum. Bidders who fail to report a known or suspected problem with this solicitation or who fail to seek clarification or correction of this solicitation do so at their own risk.

D. APPROVED EQUALS OR EQUIVALENT

The Contractor may use Approved Equal or Equivalent equipment and parts as applicable to stay in compliance with current industry standards. The Contractor will provide the Engineering Department the technical specification and data sheets for any hardware, equipment, parts, accessories, licenses, and management controls that meet or exceed the minimum requirement listed herein. Bidders will complete Attachment "I" - Request for Approved Equal Form and submit a request prior to the bid due date. Approval of such request is at the control and approval of the City.

E. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included by the Bidder with the Bid response will be evaluated or considered. All such additional terms and conditions will have no force and effect and are inapplicable to this Bid if submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists, or warranties. It is understood and agreed that the general conditions in this Invitation to Bid are the only conditions applicable to this Bid and the Bidder's authorized signature on the Bid Form attests to this.

F. SPECIFIC EXPERIENCE REQUIRED

To be considered for any executed contract(s), the following expertise is required. Specific references attesting to this expertise must be submitted with the bid.

The Contractor will have at least three (3) years of previous construction/renovation experience in the State of Florida.

Bidder will submit proof of previous experience of a minimum of three (3) projects of similar scope and scale (or larger) and will for each project listed, identify location; dates of services; project name and overall scope; scope of work that was self-performed by Contractor; and client's name, address, telephone number and e-mail address.

NOTE: REFERENCES WILL INCLUDE AT LEAST ONE (1) LOCAL, CITY, STATE, GOVERNMENT, AND FEDERAL ENTITY.

By signing this bid solicitation, the Contractor affirms that this expertise will be provided for this contract at no additional charge.

NOTE: BIDDERS SHALL NOT INCLUDE ANY WORK PERFORMED FOR THE CITY OF RIVIERA BEACH, NOR LIST ANY CITY STAFF AS REFERENCES, WHEN DEMONSTRATING QUALIFICATIONS, EXPERIENCE, OR CAPABILITIES IN RESPONSE TO THIS ITB. DO NOT INCLUDE PROPOSED TEAM MEMBERS OR PARENT/SUBSIDIARY/AFFILIATED COMPANIES AS REFERENCES IN YOUR SUBMITTALS.

By signing this bid solicitation, the Bidder affirms that this expertise will be provided for this contract at no additional charge.

G. AUTHORIZED SIGNATORIES

All associated forms must be signed by an authorized officer of the company.

H. BID ACCEPTANCE

Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of One Hundred and Twenty **(120)** days from the date of bid opening unless otherwise stated in the solicitation. The City will award contract within this period or will request to the recommended awarded Contractor an extension to hold pricing, until products/services have been awarded.

I. BIDDER RESPONSIBILITY

The undersigned Bidder affirms that he/she has or will obtain all equipment necessary to complete the work described, that he/she has or will obtain all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida.

J. CHANGES AND ALTERATIONS

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

K. MATERIAL MODIFICATIONS / ALTERATIONS

Material modifications and/or alterations to the verbiage or documents herein made by the Bidder is expressly prohibited and is not enforceable. Modifications and/or alterations may render the Bidder's submission void and bar the Bidder from consideration in connection with this solicitation.

L. COST

Prices offered on the Bid Cost Proposal (Bid Sheet) Form are all inclusive and will constitute complete compensation. Failure on the part of the Contractor to completely and properly evaluate any factors of costs prior to bidding will not form a basis for additional compensation.

M. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for Bid evaluation process.

N. CONTINGENT FEES PROHIBITED

By submitting a Bid in response to this ITB, the Bidder warrants that it has not employed or retained any company, person, or agent, other than a bona fide employee working solely for the Bidder, to solicit or secure any resulting contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of any resulting contract. Violation of this provision shall entitle the City to terminate any resulting contract without liability and to recover from the Contractor the full amount of any such fee, commission, percentage, gift, or other consideration paid.

O. REQUIRED LICENSING *(Include ALL required Licenses)*

In order to be deemed responsive and responsible to this solicitation, Bidder Must be registered to do business in the State of Florida and possess all required State, Federal, and Local licenses and

certifications required to perform the services requested herein.

THE CONTRACTOR MUST POSSESS BUSINESS LICENSES, APPLICABLE GENERAL OR SPECIALIZED LICENSES, AND CERTIFICATION(S) TO BE CONSIDERED RESPONSIVE AND RESPONSIBLE TO THIS SOLICITATION.

Failure to submit proof all required license(s) and certification(s) with bid submittal will result in a non-responsive and responsible determination.

Required licenses and certifications shall consist of the following, but is not limited to:

State: Business License (www.myfloridalicense.com)
Certificate of Good Standing (www.sunbiz.org)
General Contractor License (www.myfloridalicense.com)

P. STATE OF FLORIDA DIVISION OF CORPORATIONS REQUIREMENTS

It is the Contractor's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.

The City will review the Contractor's business status based on the information provided in response to this solicitation. If the Contractor is an out-of-state or foreign corporation or partnership, the Contractor should obtain the authority to conduct business in the State of Florida.

Q. ELECTRONIC BID SUBMISSION DEADLINE:

Electronic Bid Responses will be submitted via BidNet (<https://www.BidNetdirect.com/florida/cityofrivierabeach>) prior to the designated bids due date and time indicated in the solicitation. **PAPER BID SUBMITTALS WILL NOT BE ACCEPTED.**

R. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the plans, specifications, scope of work or other contract documents will be made orally to any Bidder. Prospective Bidders must request such interpretation in writing as instructed in the bid package. To be considered, such request must be received by the Questions and Answers deadline as indicated on the Request for Information and on BidNet (<https://www.BidNetdirect.com/florida/cityofrivierabeach>). Questions received after this time will not be answered.

- Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum on BidNet (<https://www.BidNetdirect.com/florida/cityofrivierabeach>).
- Failure of any Bidder to receive any such addenda or interpretation will not relieve any Bidder from any obligation under the bid as submitted. All addenda so issued will become a part of the contract document.
- **Bidder** will verify in BidNet (<https://www.BidNetdirect.com/florida/cityofrivierabeach>) that the bid response has all addenda before submitting a bid. Receipt of all addenda **will be acknowledged** by the Bidder(s) on the Statement of Qualification Certification Form

"Addendum Acknowledgement Section" and submitted with Attachment "A" – Bidder's Required Forms package as instructed.

S. SUBMITTAL GUIDELINES FOR BIDNET DIRECT

1. ITB Released

This ITB is being conducted through BidNet, an online, electronic tool, which allows a supplier to register, log on, select answers and type text in response to questions, and upload any necessary documents. Each supplier interested in competing to win a contract award must complete and submit a response to this ITB using BidNet.

2. ITB Review

Carefully review all information contained in the solicitation, including all documents available as attachments or available through links. Any difficulty accessing the solicitation or documents should be reported immediately to the Procurement Contact and/or the BidNet Help Desk.

3. Uploading Forms

When the Bidder is ready to upload electronic files (completed forms or worksheets, product sheets, etc.), please follow the directions within the ITB to upload these documents in the proper location.

4. Reviewing the Response Before Submission

Each Bidder is responsible for ensuring all questions have been answered appropriately and that all necessary documents have been uploaded where applicable.

5. Help Desk Support

For technical questions related to the use of BidNet Direct, suppliers have access to phone support at 800-835-4603, Monday through Friday 8:00 AM to 8:00 PM EST excluding Holidays or closings in response to inclement weather. Suppliers can also email questions to: support@bidnet.com.

T. MISTAKES

Bidders are cautioned to examine all specifications, scopes of services, scope of works, drawings, delivery instructions, unit prices, extensions, and all other special conditions of this solicitation. Failure of the Contractor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the City. In the case of arithmetic error(s), the unit price will prevail, and the Bidder's total offer will be rectified accordingly. Written Amounts shall take precedence over numerical amounts. Bids having erasures or corrections must be initialed in ink by the Bidder. Failure to do so will result in the bid being deemed non-responsible and rejected.

U. ACCEPTANCE OF BIDS

The City reserves the right to accept or reject any and all Bids, in whole or in part, at its sole discretion, with or without cause. The issuance of this ITB in no way obligates the City to award a contract or to pay any costs incurred in the preparation or submission of a Bid.

V. AWARD OF CONTRACT

Award of a contract, if made, will be made to the lowest responsive and responsible Bidder and is contingent upon approval by the City Council of the City of Riviera Beach. Acceptance of a Bid does not constitute a contract or create any obligation on the part of the City to enter into an agreement. **AWARD OF CONTRACT WILL NOT BE UNTIL AFTER OCTOBER 1ST 2026. Posting of award will be on BidNet.**

W. MINOR IRREGULARITIES

The City may waive minor irregularities limited to: (a) non-material formatting or presentation defects; (b) missing or incomplete non-mandatory attachments or certifications clearly marked as optional in this ITB; or (c) immaterial clerical errors in supporting documentation. The City will not waive irregularities affecting price, delivery schedule, scope of work, qualifications, or any mandatory requirement.

X. INCONSISTENCIES

Any seeming inconsistency between different provisions of the plans, specifications, bid or contract, or any point requiring explanation must be inquired into by the Bidder, in writing, at least ten (10) days prior to the date and time set for opening bid responses. After bid responses are opened, the Bidder's shall abide by the decision of the City as to such interpretation.

Y. REJECTION OF BIDS

The City reserves the right to reject any bid if the evidence submitted by the Bidder, or if the investigation of such Bidder, fails to satisfy the City that such Bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all bids will be rejected, if there is reason to believe that collusion exists among Bidders. A bid response will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all bids and to waive such technical errors as may be deemed best for the interests of the City.

Z. RESERVATION FOR AWARD

The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible Bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capability and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

AA. WITHDRAWALS

Any Bidder may, without prejudice to itself, withdraw its bid at any time prior to the expiration of the

time during which bid responses may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the bid response. After expiration of the period for receiving bid responses, no bid response can be withdrawn, modified, or explained.

BB. NON-CONFORMANCE TO CONTRACT CONDITIONS

The City may withhold acceptance of, or reject any items found, upon examination, not to meet the specification requirements. Upon written notification (mail, email, or fax) of rejection, items shall be removed within five (5) business days by the Contractor at its expense and redelivered at its expense. The City regards rejected goods left longer than thirty (30) days as abandoned and has the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection needs to be given. Upon verbal notice to do so, the Contractor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in the Contractor being found in default.

CC. GOVERNMENTAL RESTRICTION

If any governmental restrictions are imposed that would necessitate alteration of the performance of the services offered in this Bid before delivery, it shall be the responsibility of the Bidder to notify the City at once. The City reserves the right to accept the alteration or to cancel the contract at no expense to the City.

DD. PERSONAL INVESTIGATION

Bidders shall satisfy themselves by personal investigation and other means as they may think necessary or desirable regarding the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or from the Engineer, City Manager, or their assistants shall relieve the Contractor from any risk or from fulfilling all contract terms.

EE. BID BOND: REQUIRED FOR THIS PROJECT

Each bid must be accompanied by a bid bond of not less than five percent (5%) of the total bid amount. Bid bonds amounting to less than one hundred dollars need not be submitted. A Bid Bond signed by a surety company authorized to do business in the State of Florida is the only bond that is acceptable. The City reserves the right to hold the bid security until a contract is properly executed. If the successful Bidder is presented with a contract by the City and fails to execute and deliver such a contract within ten (10) days after receiving notice to do so, the City will be entitled to enforce the bond. Retention of such amount will not be construed as a penalty or forfeiture.

FF. PERFORMANCE AND PAYMENT BONDS

Pursuant to Section 255.05, Florida Statutes, as may be amended, the Contractor shall furnish to the City, prior to commencement of any Work and as a condition of the Notice to Proceed, a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the Contract Price.

Both bonds shall be executed by a surety company licensed to do business in the State of Florida, listed on the United States Department of the Treasury's Circular 570 list of approved sureties, and maintaining a minimum "A-" management rating and "10" financial strength rating in Best's Key Rating Guide. The City reserves the right to reject any surety that does not meet these qualifications. If at any time during the term of the Contract the surety becomes insolvent, has its license suspended or

revoked, or fails to maintain the required ratings, the Contractor shall immediately substitute a qualifying surety at no additional cost to the City.

The Performance Bond shall guarantee the faithful performance of all obligations of the Contractor under the Contract Documents, including the correction of defective Work during the warranty period. The Payment Bond shall guarantee payment to all claimants, as defined in Section 255.05(1)(a), Florida Statutes, supplying labor, materials, or supplies used directly or indirectly in the prosecution of the Work.

Both bonds shall be submitted on forms acceptable to the City, shall name the City of Riviera Beach as obligee, and shall remain in full force and effect until: (a) the Performance Bond — Final Acceptance of the Work by the City and expiration of the warranty period; and (b) the Payment Bond — Final Acceptance of the Work by the City and satisfaction of all payment claims. The Contractor's obligation to furnish bonds is not limited to the original Contract Price; in the event of any Contract Amendment increasing the Contract Price, the Contractor shall, within ten (10) calendar days of execution of such amendment, provide riders or replacement bonds reflecting the increased Contract Price at no additional cost to the City.

Pursuant to Section 255.05(2), Florida Statutes, the Contractor shall record the Payment Bond in the public records of Palm Beach County prior to commencing the Work and shall provide the City with written evidence of such recordation. Failure to record the Payment Bond shall not relieve the Contractor or surety of their obligations thereunder.

Any Bidder that is unable to obtain the required bonds shall be deemed non-responsible and shall not be eligible for award. The inability of a Bidder to obtain bonds shall not entitle the Bidder to return of its Bid Bond.

GG. QUALIFICATIONS OF CONTRACTOR

The City will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Contractor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to City. The City reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The City will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to consider a Contractor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Contractor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Contractor to submit such information may be grounds for termination of any contract awarded to successful Contractor. Contractor shall notify the City immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

HH. SUBCONTRACTING AND SELF-PERFORMANCE REQUIREMENT

The Contractor shall perform a minimum of fifty percent (50%) of the Work with its own forces and equipment. The City reserves the right, at its sole discretion, to accept or reject the use of any proposed subcontractor and to inspect all facilities of and approve all qualifications of any subcontractor. Any changes or substitutions of subcontractors after award must receive prior written approval from the City's representative before becoming effective. All subcontractors must be

licensed and insured in accordance with applicable Florida law and the insurance requirements of this ITB. The Contractor shall require any subcontractor, where applicable, to provide payment and performance bonds. The Contractor remains fully responsible to the City for all acts and omissions of its subcontractors. Nothing in this ITB or any resulting contract shall create any contractual relationship between any subcontractor and the City. If a subcontractor fails to perform or make adequate progress, the Contractor shall promptly replace the subcontractor, subject to written acceptance by the City, and must demonstrate that the subcontractor being replaced is unable or unwilling to perform in accordance with the Contract Documents. The Contractor is encouraged to seek Small Business Enterprise (SBE) participation in subcontracting opportunities consistent with the City's SBE participation goal.

II. DUN & BRADSTREET REPORT REQUIREMENT

The City may review the Contractor's rating and payment performance to assist in determining the Contractor's responsibility when being evaluated for a contract award.

JJ. CONDITIONS AND PACKAGING

Unless otherwise stated in the solicitation or ordered explicitly from an accepted price list, deliveries must consist only of new and unused goods. They shall be the current standards production model available during the solicitation response. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil, or other legible markings stating the name of the manufacturer or supplier, purchase order number, and any other markings required by specifications, or other acceptable means of identifying the Contractor and purchase order number.

KK. INSPECTION, ACCEPTANCE AND TITLE

Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until accepted by the City.

LL. PATENTS AND ROYALTIES

The Contractor, without exception, shall indemnify and save harmless and defend the City, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.

MM. PROTEST PROCEDURES

In accordance with Section 16.5-241, of the City Code of Ordinances, if a Contractor intends to protest a solicitation or proposed award of a contract the following apply:

1. *Right to protest.* Any actual or prospective bidder, offeror, or Contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the City council. Protestors shall seek resolution of their complaints initially with the Director, and secondly with the City Manager prior to protesting to the City Council. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or

the closing date of proposals, unless the aggrieved person did not know and could not have been reasonably expected to know of the facts giving rise to such protest prior to bid opening or the closing date for proposals.

2. The protest shall be submitted within five (5) calendar days after such aggrieved person knows or could have reasonably been expected to know if the facts giving rise thereto.
3. Stay of procurements during protests. In the event of a timely protest under subsection (a) of this section, the Director of Procurement shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted OR until the City manager makes a written determination that the award of a contract without delay is necessary to protect substantial interests of the City.

VII INSURANCE REQUIREMENTS

The successful bidder/contractor/firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below, when applicable:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence
- \$2,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury
- \$1,000,000 per occurrence for Property Damage
- \$1,000,000 each occurrence and \$2,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability, Independent Contractors.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property

Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any contractor performing work on behalf of the City must provide Workers' Compensation insurance in the amount not less than \$1,000,000 per accident. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor and its insurance carrier waive all subrogation rights against the City, a political subdivision of the State of Florida, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

The contractor must comply with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in the execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all contractors including but not limited to the construction industry.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.
- b. The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Contract term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.
- e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The Contract, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.

The Certificate Holder shall read as follows:

City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense. THE CONTRACTOR SHALL ALSO INCLUDE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AS ADDITIONAL INSURED AND THE CERTIFICATE HOLDER BOX SHALL READ AS FOLLOWS:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor

West Palm Beach, FL 33406

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with this Contract, shall be provided to the Contractor's insurance company and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that all independent and subcontractors comply with these insurance requirements. All coverages for independent and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.