RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (RBCRA)

INVITATION TO BID

No. ITB 2018-01

MARINA VILLAGE WALL REMOVAL & REPLACEMENT

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<td>MANDATORY SITE VISIT</td>
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<td>DUE DATE FOR BIDDER QUESTIONS</td>
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<td>ITB DUE DATE</td>
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<td>PROPOSED CRA AWARD DATE</td>
<td>AUG 3, 2018</td>
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<td>START DATE</td>
<td>AUGUST 27, 2018</td>
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BID CONTACT: ANDRE LEWIS, MBA

PROJECT MANAGER

Riviera Beach CRA
2001 Broadway, Suite 300
Riviera Beach, FL 33404
MARINA VILLAGE WALL REMOVAL & REPLACEMENT
The Riviera Beach Community Redevelopment Agency is seeking a qualified licensed/certified contractor to provide the removal and replacement of sections of the Marina Village decorative sea wall as seen in Exhibit “A” of the Bid document. This feature runs from the north and south boundaries of the project and was added to meet future FEMA requirements. FEMA deemed the project no longer a requirement and the majority of the community perceived the seawall as a feature that suppressed the experience of the marina’s water front and the RBCRA Board of Commissioners approved removal of the sections of the wall that presented an obstructed view of the waterfront. Bid specifications are included in this document and the proposed drawings can been seen on Exhibit B attachment 1&2. The bidder should also provide a bid for each of the three decorative options explained in the project specification packet.

The CRA reserves the right to reject any and/or all bids and waive technicalities and/or any irregularities therein. The CRA further reserves the right to award a contract to that bidder whose proposal best serves the interests of the CRA in the sole discretion of the CRA.

GENERAL CONDITIONS:
A. Contractor shall be presented with a negotiated payment schedule which will be detailed in the awarded contract. The payment schedule will involve an initial payment at the beginning of the contract, several milestone completion payments during the commencement of the project and a final lump payment at the completion of the project. Completion shall mean the acceptance or final approval by the designated contact person for the project.

B. Final Completion payments will not be made for partial work (see Invoicing Section for payment explanation).

C. All contracted services are to be performed in a professional manner, at a 100% level by qualified personnel.

D. Prices submitted in regards to this bid shall include, but not be limited to all necessary manpower, equipment, permits, cranes, materials, specialized building materials, manufacturer’s representation (if needed), temporary storage facilities and all other work as specified in the plans and specifications (attached).

SITE CONDITIONS:
A. Site access will be limited to required company vehicles, delivery vehicles and hired vehicles only.

B. Any damage caused to the existing buildings or equipment by work performed under this contract shall be repaired to the owner’s satisfaction at the contractor’s expense.

C. Contractor to provide all necessary pedestrian and traffic control devices at all times during the performance of the contract.
D. Contractor is responsible for the handling and storing of all materials delivered to the site.

SPECIAL REQUIREMENTS:
A. The contractor must be licensed to work in the State of Florida and Palm Beach County. Submit documentation of this with bid.

B. Insurance is required as listed in this bid package. Provide copy of insurance with bid.

C. The contractor shall direct its personnel in the execution of the work.

WARRANTY:
Warranty work shall be corrected by the contractor at no additional cost to the RBCRA. Warranty period shall begin on the date the project is completed as evidenced by the building permit signed as “final inspection”. The date of the successful passing of the final inspection shall signify the completion date of the project. Warranty items shall include, but not be limited to defective workmanship, parts, or equipment for the time periods listed below:

1. Workmanship warranty shall be five (5) years.
2. Standard Manufacturer’s warranty on parts and materials

All warranty work is to be completed in a timely manner following the response times listed in this document. Reasonable shipping times for parts and equipment will be considered.

AWARD CRITERIA
The award shall be to the responsive and responsible lowest bidder meeting the written specifications and the minimum qualifications of experience, competency, and price.

The respondent shall, at a minimum provide the following:

- Name and location of previous seawall/ commercial wall removal and replacement project
- Project owner’s representative name, address, phone number and email address
- Project user agency’s representative name, address and phone number
- Date project was completed or is anticipated to be completed
- Size of project
- Cost of project
- Project Manager and other key professionals involved on listed project and who of that staff that will be assigned to this project

FURTHER INFORMATION
Service work schedules shall be coordinated with Project Manager before any work is started. Bidders requiring additional information as to the technical provisions or desiring to view the site shall contact the Purchasing Department.

No change(s) and no interpretation(s) shall be considered binding unless provided to all bidders in writing by the Director of the Purchasing.

Project work schedules shall be coordinated with the CRA Project Manager (Andre Lewis) before any work is started. Bidders requiring additional information as to the technical provisions or desiring to view the site shall contact the Purchasing Department.
GENERAL TERMS AND CONDITION
The purpose of this Invitation to Bid is to obtain firm pricing for the purchasing of material and other cost associated with the removal and replacement of sections the Marina Village seawall, for the Riviera Beach Community Redevelopment Agency as specifically outlined in this package.

Descriptions of services to be performed are detailed in the pages that follow.

This Invitation to Bid, General Terms and Conditions, Instructions and Information for Bidders and Technical Specifications, Addenda and/or any other pertinent document, form a part of this proposal and by reference are made a part thereof. It is the sole responsibility of the Bidder to ensure that his or her bid reaches the CRA, on or before the closing date and time. The CRA shall in no way be responsible for delays caused by any other occurrence. Offers by mail, hand delivery, or facsimile shall be acceptable. Offers by electronic mail will not be accepted. The CRA shall in no way be responsible for any expenses incurred by a firm in the preparation of and submission of bids. All parties shall provide a straight forward, delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

The Bid must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return address, date and time of Bid opening, and Bid number and title. Bids not submitted on the approved forms and omitting this information shall be rejected. By submitting a Bid, the Bidder agrees to all terms and conditions specified herein. NO EXCEPTIONS TO THE TERMS AND CONDITIONS WILL BE ALLOWED. Each bid should follow the format explained in this document and the schedule proposed and customized to ensure the safety and protection of property.

Submittal of a bid in response to this Invitation to Bid constitutes an offer by the Bidder. Bids that do not comply with these requirements may be rejected at the option of the Riviera Beach Community Redevelopment Agency (CRA) herein referred to as "CRA".

Interested parties may acquire a copy of the Invitation to Bid by visiting the CRA’s website www.rbcra.com and the City of Riviera Beach website at www.rivierabch.com or obtaining a copy from the CRA Office at the address listed above.

The CRA shall not be responsible for oral interpretation given by any CRA issuance. A written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Invitation to Bid, the CRA will attempt to notify all known bidders; however, it shall be the responsibility of each bidder prior to submitting their Bid to determine the issuance of addenda. Addenda will generally be available in the CRA’s office if published and on the RBCRA’s website www.rbcra.com. All addenda must be submitted with the official CRA form attached.

SUBCONTRACTING
After award and prior to start of work the CONTRACTOR shall submit a listing of all subcontractors, if any, and the portion of the contract they will perform. If subcontractors are stated, this does not relieve the CONTRACTOR from the prime responsibility of full and complete satisfactory and acceptable performance under any awarded contract. No job can be subcontracted without prior approval from the RBCRA Project Manager.
CODE REQUIREMENTS
The CONTRACTOR and his subcontractors on this project must be familiar with all applicable Federal, State, and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. CONTRACTOR shall ask for and receive any required inspections.

CONDUCT OF EMPLOYEES
All employees of the CONTRACTOR shall conduct themselves in a courteous and professional manner at all times. Abusive language or gestures shall not be tolerated and could be cause for removal from contract. Caution shall be exercised to assure that their operations do not cause any safety hazards to the general public. Whenever questions, complaints, etc., are directed to an employee of the CONTRACTOR by the public, they are to acknowledge, record, and pass on to the CRA's Contact Person if unable to reply.

SUPERVISION AND INSPECTIONS
The CONTRACTOR shall have a competent and designated person in charge and outside for each crew at all times. The CRA shall inspect work at its discretion. If work is not performed to specifications outlined in this contract, the CONTRACTOR will have 72 hours to correct the deficiency, weather permitting. If deficiency is not corrected, liquidated damages will be accessed.

The CRA reserves the right to withhold payments for any work which is not considered to be within the scope of the specifications of the contract. Continued failure to meet terms of the contract will result in the termination of contract.

INVOICING
Contractor shall be presented with a negotiated payment schedule which will be detailed in the awarded contract. The payment schedule will involve an initial payment at the beginning of the contract, several milestone completion payments during the commencement of the project and a final lump payment at the conclusion of the project.

CONE OF SILENCE
Once published, no entity filing a response to this BID shall through their principal, attorneys, or agents, contact members of the CRA Commission for the purposes of discussing any aspect of this BID or for any possible decision on the BID; neither shall any such party approach third parties for the purposes of having those third parties have those types of discussions with the members of the CRA Commission. Any action in violation of this provision shall be cause for disqualification of BID.

NON-COLLUSION STATEMENT
By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to their best knowledge, any CRA or City of Riviera Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (1989), who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any CRA of Riviera Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest
if he/she directly or indirectly owns more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

**PUBLIC SAFETY AND CONVENIENCE**

The Contractor shall at all times conduct his work as to insure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property.

Except as may be approved by the Public Works Director following rules apply. No more than one-half of the road or street shall be closed and traffic shall be controlled to provide minimum hindrance and inconvenience. No road or street shall be closed to the public. There shall be no obstruction of the travel lanes between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times.

The City’s franchises roll off containers/dumpsters. If Contractor should have to use a roll off container/dumpster, the Public Works Department will provide the name of the franchisee upon request.

The Public Works Director may be reached at (561) 845-4080.

**EQUIPMENT AND PERSONNEL**

Any and all defective equipment shall be promptly removed from the site. Personnel employed directly, or indirectly, by the Contractor who is incompetent, inept or unfit to perform the work shall be promptly removed from work covered under the contract. Failure of the Contractor to remove defective equipment or personnel who are incompetent, inept or unfit may result in the termination of the contract.

**CONTRACT**

The CRA shall issue a purchase order incorporating this Invitation to Bid and the Bid documents submitted by the bidder with whom to contract. Such purchase order together with the CRA standard contract for construction services shall constitute the contract.

The contractor shall not assign, transfer or subcontract this contract either in whole, or in part, without prior written approval of the Executive Director of the CRA or CRA Designee.

Contractor shall not transfer or subcontract any work either in whole or in part, without prior written approval of the Executive Director of the CRA or CRA Designee.

The contract will be subject to immediate cancellation if services do not comply with the specifications or the terms and conditions as stated herein.

Contractor shall possess and keep in force all licenses, business permits and other permits required to perform the services of this Agreement.

**Note:** Contractors are required to obtain and maintain active service for the following equipment: **fax machine, pager, or cellular phone** (see equipment requirements).
CONTRACT PERIOD
The contractor shall complete all work necessary for substantial completion if ready for its intended use within ninety (90) calendar days from the issuance of the building permit with final completion and resolution of all punch list items within thirty (30) calendar days following substantial completion.

CONTRACT AMOUNT
Prices quoted in the bid will be considered firm for each type work to be performed.

DEDUCTION FOR NOT COMPLETING ON TIME
If the contract work is not fully completed, the contractor shall pay the CRA, not as a penalty, but as liquidated damages, a sum equal to Five Hundred Dollars ($500) for each day between scheduled substantial completion and the actual substantial completion, as well as Two Hundred Fifty Dollars ($250) for each day elapsing in excess of the thirty (30) days between substantial and final completion.

SUBSTAINITAL COMPLETION
Substantial completion means in this application that the project is ready for its intended use.

FINAL COMPLETION
Final completion means that the project is complete.

PROTECTION OF PROPERTY
The Contractor shall at all-time guard against damage or loss to the property of the CRA, and the City of Riviera Beach or other owners and shall be held responsible for replacing or repairing any such loss or damage. The CRA may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his agents.

The responsibility for all harm or damage to person or property arising out of, or on account of, work done under this Contract shall rest upon the Contractor and the Contractor shall save the CRA harmless from all claims made on account of such damage.

UNANTICIPATED FIELD CONDITIONS, CHANGE ORDERS AND CLAIMS FOR DELAY
Any field conditions that are materially different than those provide in the bid document which may have implications for potential delays or require additional equipment and other related costs must be reported within twenty four (24) hours of discovery to the Executive Director or his designee. Any related delay claims or change orders must be approved by the Executive Director or his designee prior to the execution of work.

INSPECTION/ACCEPTANCE OF WORK
Acceptance of work performed will be made by the CRA once the CRA personnel has inspected the work and determined that the job was completed consistent with the work request and to the satisfaction of this document and fully complies with the specifications herein.

PAYMENT
Final payment will be made by the CRA after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must state the purchase order number. Invoices shall be itemized consistent with the work request and shall show property
location/address, work request number, date completed and charges. Payment for services shall be made only for work performed and requested of the Contractor and accepted by the CRA.

**PAYMENT TO SUBCONTRACTORS, SUPPLIERS AND SUB-SUBCONTRACTOR**

Pursuant to the provision of F.S. 218-.735(6), as may be amended, when a prime contractor receives payment from the CRA for labor, services or materials furnished by subcontractors or suppliers hired by the prime contractor, the prime contractor shall remit payment due to those subcontractors and suppliers within ten (10) days after the prime contractor's receipt of payment.

When a subcontractor receives payment from a prime contractor or labor, services or materials furnished by sub-contractor and suppliers hired by the subcontractor, the subcontractor shall remit payment due to those sub-subcontractors within seven (7) days after subcontractor's receipt of payment from the prime contractor.

**BID SECURITY AND PERFORMANCE BONDS**

Bid security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the Executive Director of the CRA to exceed $50,000. Bid security shall be a bond provided by a surety company authorized to do business in the State, or the equivalent in case, or otherwise supplied in a form satisfactory to the CRA. Nothing herein shall prevent the requirement of such bonds on construction contracts under $50,000 when then circumstances warrant in the opinion of the Executive Director of the CRA.

**INDEMNIFICATION**

CONTRACTOR shall indemnify and save harmless and defend the CRA, its agents, servants, officers and employees from and against any and all claims, liabilities, losses, damages, and costs, including but not limited to reasonable attorney’s fees, to the extent caused by the negligence, recklessness, omission or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

The CONTRACTOR further agrees to indemnify, save harmless and defend the CRA, its agents, servants, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the CRA, its agents, servants, officers, or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent b the CRA to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CRA’s option, any and all claims of liability and all suits and actions of every name and description covered in this document which may be brought against the CRA whether performed by CONTRACTOR, or persons employed or utilized by CONTRACTOR.
PROJECT DESCRIPTION/BACKGROUND
SOW

PROJECT DESCRIPTION/BACKGROUND:

The Riviera Beach Community Redevelopment Agency is seeking a qualified licensed/certified contractor to provide the removal and replacement of sections of the Marina Village sea wall as seen in Exhibit “A”. Bid specifications are included in this document and proposed drawings can be seen on Exhibit “B”. The three proposed replacement options are visible in Exhibit “C”.

1. The successful bidder (hereinafter referred to as the Contractor) shall furnish, at their expense, all labor, supervisors, equipment, machinery, tools, materials, hauling equipment, and other services necessary for the removal of sections of the Marina Village wall and replaced with one of the three decorative options visible in Exhibit “C” and as indicated on the associated plans and specifications.

2. The Contractor shall be responsible for ensuring that all construction and/or installation debris is hauled off site and properly disposed of per applicable laws and guidelines.

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 be responsible for the disconnection of all utility services required to perform installation work and said disconnection work shall be included in the Contractor’s cost if applicable.

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 is responsible, as a part of the cost, for any and all special activities required for asbestos abatement (if applicable).

9. 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 and CRA projects.
**BID OPENING DATE:**

Sealed bids must be clearly marked “ITB 2018-01 Marina Village Seawall Removal & Replacement” and will be received until **3:30 P. M., July 6, 2018** at the Office The Riviera Beach Community Redevelopment Agency 2001 Broadway Suite 300, Riviera Beach, Florida 33404. No bids will be accepted after the time and date specified. The bidder is required to examine carefully the Scope of Work and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under this bid, or affect the equipment, materials and labor required. Failure to do so will not be a basis for subsequent change orders.

**INQUIRIES/QUESTIONS DEADLINE:**

All inquiries shall be in written format and addressed to the Riviera Beach Community Redevelopment Agency:

2001 Broadway Suite 300
Riviera Beach, FL 33404
Fax: (561) 881-8043
Email: alewis@rivierabch.com

The last day to submit questions concerning this ITB shall be **June 4, 2018** Questions received after this time will not be answered.

**PROCUREMENT SCHEDULE**

The RBCRA will use the following time line for the ITB. Dates are subject to change if necessary.

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SPECIAL CONDITIONS

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.

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.

Safeguard of all equipment, tools, materials, etc., at the work site shall be the contractor’s responsibility.

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.

Contractor shall correct any and all damage caused by their operations to the CRA’s satisfaction at no additional cost to the RBCRA.

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 on the contractor’s behalf.

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 and or CRA projects.

The contract time for this solicitation shall be for 90 days from issuance of the Notice to Proceed. As the project is anticipated to be constructed in phases, specific time constrains and durations shall be outlined in individual work orders, Purchase Order, or Notice to Proceed.
RESPONSIBILITIES OF THE CONTRACTOR

The responsibilities of the Contractor include, but shall not be limited to, the following:

The Contractor shall provide all labor management, supervision, materials, components and equipment.

The Contractor shall be responsible for securing all required permits including Application and Payment for City of Riviera Beach building permit. Cost of permit to be paid by contractor and should be reflected in overhead.

The Contractor shall be solely responsible for the safety of Contractor’s employees and others relative to Contractor’s work, work procedures, material, equipment, transportation, signage and related activities and equipment.

The Contractor shall provide competent workers and competent supervision.

The Contractor shall be responsible on a daily basis to maintain a clean work site, to remove debris, and to dispose of it properly at the Contractor’s expense.

The Contractor shall take precautions necessary to protect person or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.

Reporting Dangerous Conditions/Situations: The Contractor shall report any encounter with dangerous conditions or unusual situations shall be reported to the Public Works Director (Brynt Johnson) at 561-845-4080.

Damages by CONTRACTOR: Any damage to buildings fences, structures, automobiles, windows, etc., as a result of the extraction/transport/disposal shall be repaired/replaced within two (2) weeks of date of damage by the Contractor, at no cost to the CRA. All incidents of damage by the Contractor and any discoveries of damage shall be reported to the CRA Contact Person immediately upon discovery.

Contractor shall provide a written work plan and timeline for the proposed job (Critical Path). The RBCRA may either (a) accept the work plan, timeline, or (b) elect to not have Contractor proceed with the project, or (c) the RBCRA may provide a revised work plan and timeline for the Contractor to evaluate. Contractor shall not proceed with any work until it obtains written authorization to proceed from the RBCRA.

If a project requires special equipment such as a lift or hoist, roll-off dumpster, Contractor shall include the price for the use of such equipment and related labor in its base bid.

If operations performed during the day are deemed by the Public Works Director or CRA Executive Director to be disruptive then operations shall cease and continue after 5:00 pm.

Contractor shall supervise all work performed under this Agreement. However, the City and the CRA may inspect all work to determine that the quality is acceptable to the City and CRA.
## INSURANCES

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<td>Professional liability/Errors and Omissions</td>
<td>$1,000,000 per occurrence $1,000,000 per occurrence</td>
</tr>
<tr>
<td>Commercial general liability (Products/completed operations)</td>
<td>$1,000,000 annual aggregate $1,000,000 per occurrence</td>
</tr>
<tr>
<td>Contractual, insurance broad form property, Independent contractor, personal injury) Excess liability</td>
<td>$1,000,000 annual aggregate $1,000,000 per occurrence</td>
</tr>
<tr>
<td>Automobile (owned, non-owned, &amp; hired) Worker's Compensation</td>
<td>$1,000,000 single limits</td>
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The commercial general liability and excess liability policies will name the CRA as an additional insured, and proof of such coverage shall be furnished to the CRA by way of an endorsement to same or a certificate of insurance no later than ten (10) days prior to the provision of services under the awarded contract and upon renewal of each policy each year the awarded contract remains in effect and for a period of one (1) year after the termination of the contract. All such insurance must be with an insurance carrier approved and authorized to do business in the state of Florida, and who must have a rating of no less than "excellent" by A.M. BEST, or as mutually agreed upon by the CRA and the successful Proposer. All such insurance policies may not be modified or terminated without the express written authorization of the CRA. The insurance requirements set forth herein may be modified by the CRA in its sole discretion in competitive negotiations. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any resulting. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each proposing firm's or individual's proposal.**

For information regarding technical and contractual matters of this Invitation to bid, please contact: **Andre’ Lewis- Project Manager 561-844-3408.**

### BID PROTEST MINIMUM REQUIREMENTS, COST AND FILING FEES

a. **Written Protest.** The written protest submitted to the Executive Director of the CRA must be accompanied by a filing fee in the form of a money order or cashier’s check in the amount equal to $500.00 or 2% of the value of the Bid/Proposal, whichever is greater up to a maximum of $2,500.

b. **Appeal to the CRA Board of Commissioners.** The written request for an appeal to the CRA Commission must be accompanied by a filing fee in the form of a money order or cashier’s check in the amount equal to $500.00, or 2%, whichever is greater, up to a maximum of $2,500.

c. **Refund of Filing Fees.** All costs resulting from a protest shall be borne by the Protestor. If a protest is upheld by either the Purchasing Director or CRA Executive Director, as applicable, the filing fee shall be refunded to the Protestor less costs incurred by the CRA. If the protest is denied the filing fee shall be forfeited to the CRA in lieu of payment of costs incurred by the CRA.
**PUBLIC RECORDS**

The Independent Contractor shall comply with Florida’s Public Records Act, and specifically section 119.0701, Florida Statutes, by agreeing to:

a. Keep and maintain all public records that ordinarily and necessarily would be required by the CRA to keep and maintain in order to perform the services under this Agreement.

b. Provide the public with access to said public records on the same terms and conditions that the CRA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. Meet all requirements for retaining said public records and transfer, at no cost, to the CRA all said public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the CRA in a format that is compatible with the information technology systems of the CRA.
SCOPE OF SERVICE ACKNOWLEDGMENT

Name of Firm: ________________________________________________________________

Principal Contact: ____________________________________________________________

Address: ________________________________________________________________

Telephone: ________________________________________________________________

Email: ________________________________________________________________

Website: ________________________________________________________________

Price Quote : ______________________________________________________________ (including automobile)

The CRA Requires The Contractor To Provide The Following. Please provide initials after each section as affirmation of compliance.

WORK HISTORY
Qualified bidders should provide visual examples of completed (Seawall and or commercial wall removal and replacement) work along with professional references to affirm this fact.

Initials_________

PERMITTING
The CONTRACTOR shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the lawful prosecution of the work. The cost of all permits, fees, etc. shall be included in price bid except where noted in the specifications and requirements. The City of Riviera Beach Building Permit may be estimated at 3% of the construction cost. Permit fees shall be paid as a direct reimbursable expense and shall have no markup from the contractor. All cost associated should be captured in final tally.

Initials_________

WARRANTY
The successful bidder shall furnish factory warranty on all equipment furnished hereunder against defect in materials and /or warranty shall become effective on the date of delivery and acceptance by the CRA. Should any defects in materials or workmanship, except ordinary wear and tear appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the CRA. Warranties shall be indicated on the bid sheet or enclosed herewith.
REQUIRED FORMS

IN ADDITION TO THE INVITATION TO BID COVER PAGE, THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR BID.

1) BIDDER’S CERTIFICATION
2) LICENSES & CERTIFICATIONS
3) COMPANY BROCHURE & QUALIFICATION
4) INSURANCE CERTIFICATION
5) ADDENDUM PAGE
6) REFERENCES
7) DRUG FREE WORKPLACE
8) PUBLIC ENTITY CRIMES STATEMENT
9) SCHEDULE 1 – PARTICIPATION FOR SMALL BUSINESS ENTERPRISES
10) SCHEDULE 2 – LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS SUB- CONTRACTORS
11) SCHEDULE 3- LOCAL BUSINESS PARTICIPATION
12) SCHEDULE 4- LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS
13) BID COST PROPOSAL SHEET
14) BID BOND

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR BID IN ACCORDANCE WITH THE INSTRUCTION SHEET ON THE PRECEDING PAGE. FAILURE TO DO SO MAY RESULT IN YOUR BID NOT BEING CONSIDERED FOR AWARD.

IT IS THE BIDDER’S RESPONSIBILITY TO CONTACT THE PURCHASING DEPARTMENT PRIOR TO SUBMITTING A BID TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ANY AND ALL SUCH ADDENDA AND RETURN EXECUTED ADDENDA WITH THIS BID.
BIDDER'S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the CRA adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the CRA or of any other bidder interested in said bid; and that the undersigned executed this Bidder’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS ___________________________ E-MAIL ADDRESS ___________________________

BY: ______________________________________

SIGNATURE ________________________________ Sworn to and subscribed before me this ______ day of _____, 20__. 

PRINTED NAME AND TITLE ________________________________

MAILING ADDRESS ________________________________ SIGNATURE OF NOTARY ____________________________

CITY, STATE, ZIP CODE ____________________________ MY COMMISSION EXPIRES: __________

TELEPHONE NUMBER ____________________________ PERSONALLY KNOWN __________

FAX NUMBER ____________________________ OR PRODUCED ____________________________

IDENTIFICATION ____________________________ TYPE: ____________________________
ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to the Invitation to Bid (indicate number and date of each):

Addendum No. __________ Dated _______________________

Addendum No. __________ Dated _______________________

Addendum No. __________ Dated _______________________

Addendum No. __________ Dated _______________________

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE BID.

______________________________
COMPANY

______________________________
SIGNATURE

______________________________
TITLE
REFERENCES

Proposer shall submit as a part of the proposal package four (4) business references with the name of the business, address, contact person, and telephone number.

Contractors should submit a copy of their professional license.

Name: ________________________________  Name: ________________________________

Address: ______________________________  Address: ______________________________

Tel. No.: ______________________________  Tel. No.: ______________________________

Fax No: ______________________________  Fax No.: ______________________________

Email: ________________________________  Email: ________________________________

Contact: ______________________________  Contact: ______________________________

Name: ________________________________  Name: ________________________________

Address: ______________________________  Address: ______________________________

Tel. No.: ______________________________  Tel. No.: ______________________________

Fax No: ______________________________  Fax No.: ______________________________

Email: ________________________________  Email: ________________________________

Contact: ______________________________  Contact: ______________________________
Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require 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.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

THIS CERTIFICATION is submitted by ________________________________ the

(INDIVIDUAL'S NAME)

___________________________ _____________________
SIGNATURE DATE
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [$10,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

___________________
Firm Name

___________________
Signature

___________________
Name & Title (Print or Type)
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we ______________________________

As Principal, hereinafter called the Principal, and ______________________________

A corporation duly organized under the laws of the State of Florida as Surety, hereinafter called the Surety, are

held and firmly bound unto the CRA, 2001 Broadway Suite 300, Riviera Beach, FL 33404

As oblige, hereinafter called the oblige, in the sum of ______________________________

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves,

our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a bid for

___________________________________________________________ (project)

NOW, THEREFORE, if the Oblige shall accept the bid of the principal and the Principal shall enter into a Contract

with Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the

bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and

for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of

the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the

Oblige the

difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for

which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then

this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this ______ day of __________________, 2018.

Witnesses:

Principal (seal)

By: ________________________________ (Title)

For: ________________________________ (Surety) (Seal)

By: ________________________________
<table>
<thead>
<tr>
<th>NAME, ADDRESS &amp; TELEPHONE NUMBER OF MINORITY CONTRACTOR</th>
<th>TYPE &amp; DESCRIPTION OF WORK TO BE PERFORMED</th>
<th>BLACK</th>
<th>HISPANIC</th>
<th>OTHER</th>
<th>WOMEN</th>
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TOTAL

TOTAL PARTICIPATION: ________%  BID PRICE: ________________

SIGNATURE_________________________  TITLE_________________________

SCHEDULE 2
LETTER OF INTENT TO PERFORM AS A MINORITY/SUBCONTRACTOR

TO: ____________________________________________ the undersigned intends to perform work in connection with the above bid as (check one):

An individual ______________________ a corporation __________________ a partnership____________ a joint venture.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

Type of Service to be provided:

At the following price:__________________ or Percentage___________________________________

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

Item: Project Commencement Date: ______________________

Project Completion Date: ______________________

__________% of the dollar value of the subcontract will be sublet and/or awarded to non-minority contractors and/or non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the Riviera Beach CRA.

(FIRM/NAME OF MINORITY CONTRACTOR)

___________________________________

___________________________________
### SCHEDULE 3

**PARTICIPATION FOR SBE CONTRACTORS/BIDDERS**

<table>
<thead>
<tr>
<th>BID TITLE</th>
<th>BID NUMBER</th>
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**NAME OF PRIME BIDDER** | **BID OPENING DATE**
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**CONTACT PERSON** | **TELEPHONE NUMBER** | **DEPARTMENT**
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**NAME, ADDRESS & TELEPHONE NUMBER OF MINORITY CONTRACTOR** | **TYPE & DESCRIPTION OF WORK TO BE PERFORMED** | **CERTIFICATION**
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**TO BE COMPLETED BY PRIME PROPOSER**

**BID PRICE:** ______________ OR _________________ TOTAL PARTICIPATION __________ %

________________________________________
(FIRM/NAME OF CONTRACTOR)

**DATE:** ______________

_____________________
BY: ___________________

_____________________
SIGNATURE OF CONTRACTOR
LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS ENTERPRISE

TO:

The Undersigned intends to perform work in connection with the above Bid as (check one):

_____ an individual __________ a corporation __________ a partnership_______________ a joint venture

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

Type of Service to be provided_____________________________________

At the Following price: $_______________

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

Items_____________ Projected Commencement Date: ____________Projected Completion_________________

___________% of the dollar value of the subcontractor will sublet and/or awarded to non-minority contractors and/or Non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon the execution of a contract with the Riviera Beach CRA.

___________________________________

NAME OF SMALL BUSINESS ENTERPRISE CONTRACTOR
PARTICIPATION LOCAL BUSINESS AS CONTRACTOR AT LEAST 25%

BID TITLE _____________________________       BID NUMBER __________________

NAME OF PRIME BIDDER ____________________ BID OPENING DATE: _________________

CONTACT PERSON

TELEPHONE NUMBER: ____________________ DEPARTMENT: ______________________

| NAME, ADDRESS & TYPE & DESCRIPTION OF % TO BE PERFORMED BY ESTIMATED DOLLAR |
| TELEPHONE NUMBER OF WORK TO BE PERFORMED LOCAL BUSINESS VALUE | |
| MINORITY CONTRACTOR | | | |

| | | | |
| | | | |

TOTAL: __________________

TO BE COMPLETED BY PRIME PROPOSER

BID PRICE: __________________ OR __________________ TOTAL PARTICIPATION ____________

__________________________________________
(FIRM/NAME OF CONTRACTOR)

DATE: __________________

BY: __________________

SIGNATURE OF CONTRACTOR
LETTER OF INTENT TO PERFORM AS A MINORITY/ SMALL BUSINESS ENTERPRISE

TO:

The Undersigned intends to perform work in connection with the above Bid as (check one):

______ an individual ___________ a corporation ____________ a partnership__________________ a joint venture

_____ The undersigned is certified as an M/WBE.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

Type of Service to be provided__________________________________________

At the Following price: $__________________

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

Items___________ Projected Commencement Date: ____________Projected Completion________________________

____________% of the dollar value of the subcontractor will sublet and/or awarded to non-minority contractors and/or Non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon the execution of a contract with the Riviera Beach CRA.

________________________________

NAME OF SMALL BUSINESS ENTERPRISE CONTRACTOR
## BID COST SHEET

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<tr>
<th>CRA SEAWALL OPTION 1</th>
<th>MATERIAL COST PER SQ FT</th>
<th>DAYS TO COMPLETE JOB</th>
<th>INSTALLATION COST PER SQ FT</th>
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<th>CRA SEAWALL OPTION 2</th>
<th>MATERIAL COST PER SQ FT</th>
<th>DAYS TO COMPLETE JOB</th>
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<th>CRA SEAWALL OPTION 3</th>
<th>MATERIAL COST PER SQ FT</th>
<th>DAYS TO COMPLETE JOB</th>
<th>INSTALLATION COST PER SQ FT</th>
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<th>LIST ALL ADDITIONAL COST</th>
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EXHIBIT A
Proposed Installation Area
EXHIBIT B
PROJECTSPECIFICATION

PLEASE SEE
ITB 2018-1
ATTACHMENT 1&2
EXHIBIT C

Sea Wall Replacement
New Wave Rail Option 1

See Bid Specifications for Details - Picture serves Only as a visual concept
Sea Wall Replacement
Aluminum Option 2

See Bid Specifications for Details-Picture serves Only as a visual concept
See Bid Specifications for Details—Picture serves Only as a visual concept