



CITY COMMISSION OF THE CITY OF PAHOKEE

WORKSHOP

Tuesday, August 11, 2020 6:00 p.m.
360 East Main Street, Pahokee, Florida

This Workshop of the City Commission of the City of Pahokee is being held **by** Teleconference/Zoom, to discuss the August 11, 2020 Agenda.

A. INVOCATION AND PLEDGE OF ALLEGIANCE

B. ROLL CALL

C. TOPIC

D. DISCUSSION, COMMENTS, CONCERNS

E. ADJOURN

NOTICE

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

SUBJECT TO CHANGE



AGENDA

CITY COMMISSION OF THE CITY OF PAHOKEE
REGULAR COMMISSION MEETING

(This meeting is being held by teleconference/zoom)

TUESDAY, AUGUST 11, 2020 6:30 P.M.

- A. INVOCATION AND PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. ADDITIONS, DELETIONS, AND APPROVAL OF AGENDA ITEMS
- D. CITIZEN COMMENTS/PUBLIC SERVICE ANNOUNCEMENTS – ALL ITEMS ON AGENDA (3 MINUTES)
- E. APPROVAL OF MINUTES
(Not available)
- F. CONSENT AGENDA
 - 1.- Preferred Government Insurance Trust – Workers Compensation
- G. ORDINANCE(S)
- H. RESOLUTION(S)
 - 1. **Res 2020-19 A RESOLUTION FO THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE BG GROUP, LLC AND THE CITY OF PAHOKEE FOR THE DEMOLITION OF THE OLD EVERGLADES REGIONAL HOSPITAL; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**
 - 2. **Res 2020-20 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING A PRELIMINARY RESOLUTION TO TERMINATE CITY MANAGER, CHANDLER WILLIAMSON OR IMMEDIATELY SUSPEND THE CITY MANAGER, WITH PAY PURSUANT SECTION 3.03 OF THE CITY OF PAHOKEE’S CODE OF ORDINANCES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.**
- I. PUBLIC HEARINGS
- J. PROCLAMATION(S)
- K. PRESENTATION(S)
- L. REPORT OF THE MAYOR
- M. REPORT OF THE CITY MANAGER
 - 1. Project Updates
- N. REPORT OF THE CITY ATTORNEY
- O. OLD BUSINESS
 - 1. 246 E Main St
- P. NEW BUSINESS
- Q. FUTURE AGENDA ITEMS OF COMMISSIONERS, IF ANY
- R. FOR THE GOOD OF THE ORDER (COMMUNITY EVENTS, FEEL GOOD ANNOUNCEMENTS)
- S. ADJOURN

NOTICE

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

SUBJECT TO CHANGE





Workers Compensation
 City of Pahokee
 207 Begonia Drive
 Pahokee, FL 33476

Audit Invoice	
Agent	Public Risk Insurance Advisors
Agreement #	WC2FL1 0502018 18-01
Inv Date	02/28/2020
Coverage Term	10/01/2018 - 10/01/2019

Payment Information	
Invoice Summary	\$16,787.00
Due Date	Due Upon Receipt
Amount Enclosed	
Invoice Number	61982

Thank You



Client: City of Pahokee

Invoice	Invoice Date	Transaction Description	Due Date	Amount
61982	02/28/2020	Agmt # WC2FL1 0502018 18-01 10/01/2018 through 10/01/2019		
		Premium		\$16,787.00
		Total Premium		\$16,787.00
				Current Amount Due
				\$16,787.00

Make Check Payable to Preferred Governmental Insurance Trust

P.O. Box 958455, Lake Mary, FL 32795-8455

PGIT accounting (321) 832-1456 Fax (321) 832-1496

accounting@publicrisk.com

Administered by Public Risk Underwriters of FL, Inc

Hi Jacqueline,

Along with the original invoice from Preferred that you provided, attached you'll find the 2018-2019 WC policy and the 2018-2019 WC audit results. Below is an explanation.

	2018-2019 Policy	2018-2019 Audit Results	Difference
Payroll	\$ 1,176,247	\$ 1,481,951	\$ 305,704
Premium	\$ 44,525	\$ 61,312	\$ 16,787

If you need any other information, don't hesitate to ask!

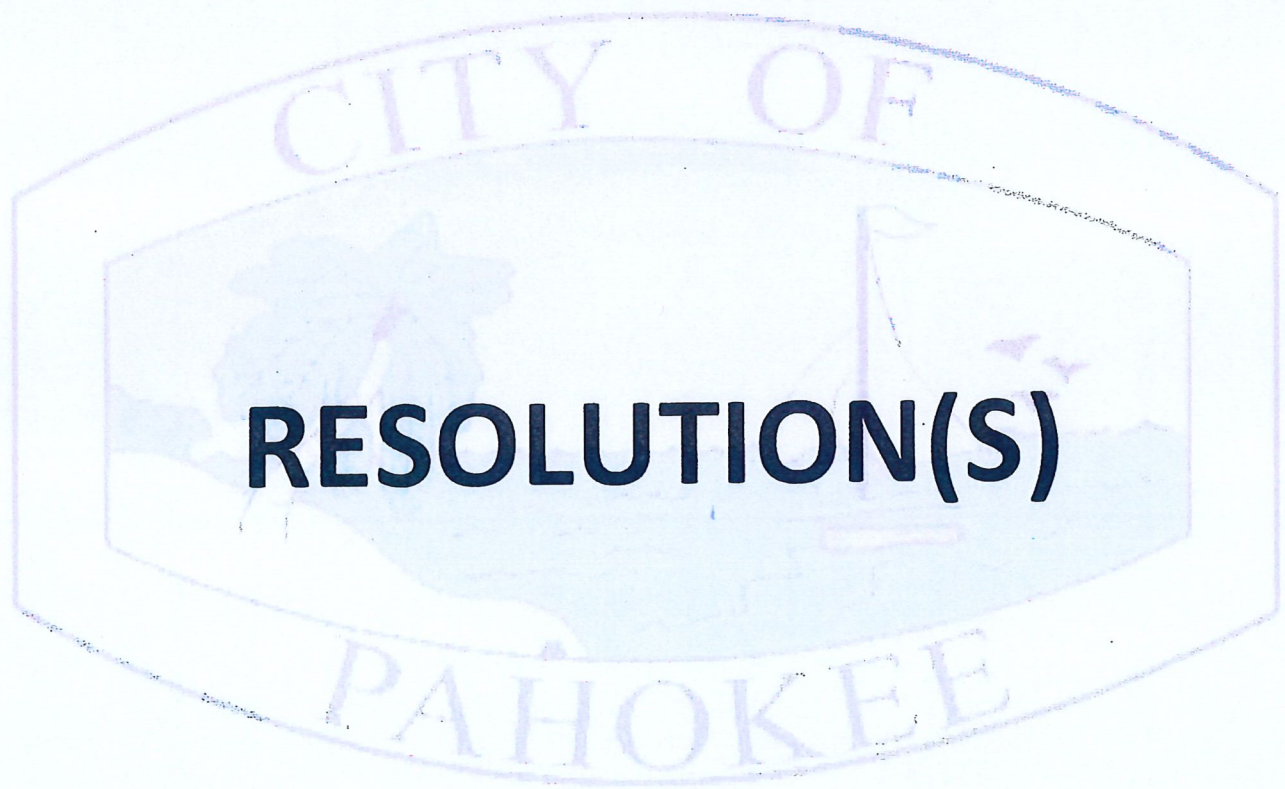
Thank you and stay safe,

Christina Carter
CIC, CRM
Public Risk Specialist
Ccarter@bbpria.com

D (386) 333-6069 | O (386) 252-6176 | F (386) 239-4049



PART OF THE
BROWN & BROWN TEAM



RESOLUTION(S)

RESOLUTION 2020 - 19

A RESOLUTION FO THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE BG GROUP, LLC AND THE CITY OF PAHOKEE FOR THE DEMOLITION OF THE OLD EVERGLADES REGIONAL HOSPITAL; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pahokee, Florida (the "City") is the owner of the Old Everglades Regional Hospital, located at 200 SE Barfield Highway, Pahokee, Florida 33476 ("Old Everglades Hospital"); and

WHEREAS, the City desires to hire a contractor for the demolition of the Old Everglades Hospital; and

WHEREAS, The BG Group, LLC was one of four responses to Invitation to Bid Number 2020-03 (ITB #2020-03) with a proposal amount of Three Hundred Thousand Dollars (\$3000,000.00) for the demolition of the Old Everglades Hospital; and

WHEREAS, the City desires to hire The BG Group, LLC as the contractor for the demolition of the Old Everglades Hospital, pursuant to the Agreement attached hereto as Exhibit "A"; and

WHEREAS, the City Commission of the City of Pahokee, Florida finds that awarding the bid for the demolition of the Old Everglades Hospital is in the best interest of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing whereas clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Authorization Approving Agreement. The City Commission of the City of Pahokee, Florida hereby approves the proposal of The BG Group, LLC for the demolition of the Old Everglades Hospital, and further authorizes the City Manager and Mayor to execute Exhibit "A" attached hereto.

Section 3. Authorization of City Manager. The City Commission of the City of Pahokee authorizes the City Manager to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this ____ day of August 2020

Keith W. Babb, Jr., Mayor

ATTEST:

Interim City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bohlen	_____ (Yes)	_____ (No)
Commissioner Everett	_____ (Yes)	_____ (No)
Commissioner Hill	_____ (Yes)	_____ (No)
Vice-Mayor Murvin	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)

CITY OF PAHOKEE
OLD EVERGLADES MEMORIAL HOSPITAL
DEMOLITION AGREEMENT

THIS AGREEMENT made as of the _____ day of August 2020, by and between the **City of Pahokee**, Florida hereinafter referred to as the "OWNER" and **The BG Group, LLC**, hereinafter referred to as the "CONTRACTOR". The City of Pahokee is the Owner of the Old Everglades Memorial Hospital, hereinafter referred to as "Old Everglades Hospital", located at 200 South Barfield Highway, Pahokee, Florida 33476.

WITNESSETH; that the Owner and Contractor, in consideration of the mutual covenants herein after set forth, agree as follows:

ARTICLE I – WORK:

The Contractor shall perform all work as specified or indicated in the Contract Documents. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious execution of the Old Everglades Memorial Hospital Demolition.

Contractor is responsible for the demolition means, methods and procedures and for coordinating all portions of the work on the Old Everglades Hospital, including the supervision of any subcontractor or other persons performing work at the demolition site for or on behalf of the Contractor. Contractor shall be responsible for obtaining any permits, licenses and inspections for the completion of the demolition of the Old Everglades Hospital in accordance with all applicable laws. Contractor shall maintain the construction site and the demolition of the Old Everglades Hospital in compliance with all applicable laws, and free from the accumulation of waste and rubbish, tools or any surplus machinery or equipment.

Attached hereto as Exhibit "A" is an itemization of the plans and specifications that comprise of the work to be completed

❖ Exhibit "A": ITB 2020-03 Scope of Services

ARTICLE II – ENGINEER:

The City of Pahokee's Community & Economic Development Department and MDO Engineering, Inc. (The City's Engineering Consultant) will act as the City's Project Manager and Engineer in connection with the completion of the Project in accordance with the Contract Documents.

ARTICLE III – CONTRACT TIME:

Work will begin in accordance with the Notice to Proceed and work shall be completed within 90 working days (Ninety) days.

Change Order(s): There will be no changes orders. This is a fixed price contract.

ARTICLE IV – CONTRACT PRICE:

Owner shall pay Contractor for performance of the work in accordance with the Contract Documents as shown in the Contractor's Bid. Contract Amount: \$300,000.00.

The Owner and Contractor acknowledge that the Contract Price is based upon the prevailing market value of the costs of materials at the time of contracting.

ARTICLE V – PAYMENT:

Billing will be based on the Contractor submitting an invoice for partial payment based on the percentage of the work completed in accordance with the Contract Documents. Upon final acceptance of the work and settlement of all claims, Owner shall pay the Contractor within 30 (thirty) days of the submitted invoice.

Final Payment shall be due and made payable to the Contractor upon delivering to the Owner a Certificate of Completion signifying completion of the demolition of the Old Everglades Hospital and delivering to the Owner a conditional final lien waiver from the Contractor and any subcontractors which provided materials or performed work at the demolition site. Final payment will be made within 30 (thirty) days following receipt of the Certificate of Completion. Contractor agrees to maintain an "open book" policy regarding all costs of the project, and Owner or Owner's representatives may have access to any books and records relating to the Old Everglades Hospital demolition at reasonable times and upon reasonable notice.

ARTICLE VI – LIQUIDATED DAMAGES:

In the event the Contractor fails to successfully execute the work within the specified contract time the Owner shall assess the Contractor liquidated damages in the amount of One Hundred Dollars (\$100.00) for each calendar day beyond the specified completion date for each section of work. Liquidated damages shall be deducted from the Contract Price prior to final payment of the Contractor.

ARTICLE VII – CONTRACT DOCUMENTS:

The Contract Documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- This Agreement
- The Invitation to Bid
- Contractor's Bid and Bond
- Scope of Work

ARTICLE VIII – TERMINATION FOR DEFAULT:

Should contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work with promptness and diligence, or fail to perform any of its obligations set forth in the Contract, Owner may at its election, terminate the employment of Contractor giving notice to Contractor in writing of such election, and enter on the premises and take possession, for the purpose of completing the work included under this Agreement, of all the materials, tools and appliances belonging to Contractor, and to employ any other persons to finish the work and to provide the materials therefore at the expense of the Contractor.

ARTICLE IX – INDEMNIFICATION OF OWNER:

Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorney's fees) arising in any way out of the Contractor's negligent performance or non-performance of its obligations under this Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorney's fees, and will satisfy any judgment rendered against Owner in such action.

ARTICLE X – PERMITS

The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give notices and pay all fees and otherwise comply with all applicable City, State, and Federal laws, ordinances, rules and regulations.

ARTICLE XI – INSURANCE:

The Contractor will secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the Contract Documents.

ARTICLE XII – PERFORMANCE AND PAYMENT BONDS:

Prior to commencing performance of the demolition, Contractor shall apply for and furnish separate payment and performance bonds each in an amount equal to no less than one-hundred percent (100%) of the value of the work to be performed (i.e. \$300,000.00) to cover the faithful performance of and payment of all obligations arising under this Agreement and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the performance of the work thereunder. Such bonds shall list the City of Pahokee, Florida, as an additional obligee and shall expire

upon the completion of the demolition. All bonds shall be provided by a corporate surety authorized and admitted to transact business in Florida. All bonds shall be submitted on forms subject to the City's reasonable approval. To the extent available, the bonds shall provide that no change or alteration of the Agreement or applicable contract documents, extensions of time, or modifications of the time or terms, will release the surety. If Contractor fails to furnish the required bonds prior to commencing the demolition, the City may, following notice and a ten (10) day opportunity to cure by Contractor, terminate the Agreement for cause without resulting in any default by the City.

ARTICLE XIII – MISCELLANEOUS

- A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.
- B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained on the Contract Documents.
- C. The Contract Documents constitute the entire agreement between Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument.
- D. The laws of the State of Florida shall govern this Agreement without reference to the conflict of law principles thereof.
- E. Venue for any dispute shall be the Palm Beach County Clerk of Court, Palm Beach County, Florida unless the parties otherwise agree.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereunto executed this Agreement on the _____ day of _____ 2020.

WITNESS:

THE BG GROUP, LLC:

1. _____

By: _____

Print Name: _____

2. _____

CITY OF PAHOKEE:

By: _____

Keith W. Babb, Jr., Mayor

By: _____

Chandler Williamson, City Manager

Approved as to Legal Form and Sufficiency

BY: _____

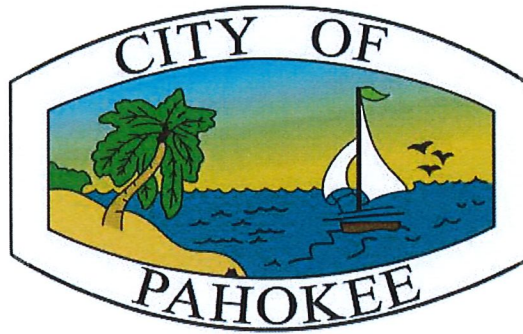
Burnadette Norris-Weeks, P.A.
Counsel to the City of Pahokee

Approved by the City of Pahokee on _____, Item # _____

EXHIBIT "A"
ITB 2020-03

SEE ATTACHED ITB 2020-03

INVITATION TO BID

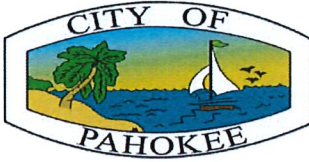


ITB #2020-03

DEMOLITION CONTRACTOR

FOR THE DEMOLITION OF THE

City of Pahokee Everglades Hospital



Department of Economic & Community Development

City of Pahokee
207 Begonia Drive
Pahokee, Florida 33476
Phone: 561.924.5534 Fax: 561.924.8140

INVITATION TO BID
ITB NO. 2020-03

**Demolition Contractor for the
Demolition of the City of Pahokee
Everglades Hospital**

The City of Pahokee is seeking bids from licensed State of Florida/Palm Beach County demolition contractors for demolition services for the City of Pahokee Everglades Hospital. The purpose of this notice is to solicit bids from demolition contractors to provide demolition services. The services at a minimum will include Services which shall include the loading, hauling, grounds cleaning and disposal of any steel, metal, concrete, building foundation, slabs, wood, roofing materials, siding, lumber, insulation, glass, carpet, building furniture, fixtures or any related items. All such materials shall be removed from the site and properly disposed of at a designated waste management facility.

Time is of the essence and any bid documents received after **12noon, Monday, 13th July 2020**, whether by mail or otherwise will be returned unopened. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the ITB number, title, date and hour bids are scheduled to be received. Responsive bidders are responsible for ensuring that their bids are delivered and stamped by the City's personnel by the deadline indicated. The City reserves the right in its sole discretion to reject any or all Responses and / or to waive all non-material irregularities on any and all Responses. All costs and expenses, including reasonable attorney's fees, incurred by any firm in preparing and responding to this ITB are the sole responsibility of the respondents including without limitation any and all costs and fees related to a protest.

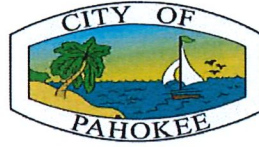
Interested firms may obtain a copy of the ITB by contacting the Community and Economic Development Department at snelson@cityofpahokee.com. All Responses must be hand-delivered or mailed to:

Community & Economic Development Department

Attention: Sophia Nelson
City of Pahokee
207 Begonia Drive
Pahokee, Florida 33476

ENVELOPE MUST BE IDENTIFIED AS ITB NO. 2020-03

City of Pahokee - Department of Community & Economic Development



ITB NO. 2020-03
INVITATION TO BID CALENDAR OF EVENTS

SCHEDULE	DUE DATE	METHOD
Bid Advertised	Wednesday, 24 th June 2020	Posted in The Okeechobee Newspaper
Mandatory Pre-Bid Meeting	Tuesday, 7 th July 2020 at 10:00am	See Pre-Bid Meeting Clause
Deadline for Questions	Must be received by: Thursday, 9 th July 2020 by 9:00am	See Deadline for Questions Clause
Anticipated Date for Responses to Questions	Friday, 10 th July 2020 By 12noon	Must be emailed and will be responded to all who attended the mandatory pre-bid meeting.
SEALED BIDS DUE (Bid number should be clearly marked on the envelop)	Must received PRIOR to: Monday, 13 st July 2020 at 12noon	Submit BEFORE the due date and time to the following address: Department of Community & Economic Development City of Pahokee 207 Begonia Drive Pahokee, Florida 33476
Opening BID Meeting	Tuesday, 14 th July 2020 at 10:00am	
Anticipated Date of Intended Award	Wednesday, 15 th July 2020	Award letter will be emailed and mailed to the awarded contractor.

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GENERAL INFORMATION

1. PROJECT OBJECTIVE

The City of Pahokee is seeking bids from qualified State of Florida/Palm Beach County licensed demolition contractors for demolition services for the demolition of the City of Pahokee Everglades Hospital. A more detailed scope of services is attached and incorporated into this ITB as **Exhibit "A"**.

2. SUBMITTAL OF RESPONSES

Interested firms are invited to submit a complete set of Bidding documents for consideration. The Bids must address the items requested, clearly and concisely. The City intends to negotiate contracts with firms/companies for the desired services upon selection of the Responsive Bids that best satisfy the evaluation criteria.

Time is of the essence and any bids received after **12noon, Monday, 13th July, 2020**, whether by mail or otherwise will be disqualified from consideration. The City will in no way be responsible for delays caused by any occurrence. Responses shall not be submitted and will not be accepted by telephone, telegram, facsimile or e-mail. Each envelope will be stamped by the Department of Community and Economic Development personnel with the date and time received. The time of receipt shall be determined by the time clock located in City Hall. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the ITB number, title, and date and hour Responsive Bids are scheduled to be received. Responsive Bidders are responsible for ensuring that their bids are delivered and stamped by Department of Economic & Community Development personnel by the deadline indicated. At the designated time and place, the City's purchasing agent or designee will record the bids for the record.

The City reserves the right in its sole discretion to reject any or all bids and/or to waive all non-material, minor irregularities on any and all bid documents. All costs and expenses, including reasonable attorney's fees, incurred by any Responsive Bidders in preparing and responding to this ITB are the sole responsibility of the Responsive Bidder including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this ITB constitute the complete set of instructions, scope of work, specification requirements and forms. It is the responsibility of the Responsive Bidder to ensure that all pages are included. Therefore, all Bidders are advised to closely examine this ITB. All bids must be typed or written in ink, and must be signed in ink by an officer having authority to bind the Responsive. Signatures are required where indicated; failure to do so may be cause for rejection of the bids.

Department of Economic & Community Development Attention: Sophia Nelson
City of Pahokee
207 Begonia Drive
Pahokee, Florida 33476
Phone: 561.924.5534 Fax: 561.924.8140

3. CHANGES AND INTERPRETATIONS

Changes to this ITB will be made by written addenda. A written addendum is the only official method whereby interpretation, clarification or additional information can be given.

All questions regarding this ITB should be submitted in writing via mail, fax or e-mail and must be received by the above noted Purchasing Agent per the ITB Timetable due date for bids. All questions will be answered via addenda. If a question is not answered, the Bidder should assume all relevant information is contained within this ITB. The City will attempt to not issue any addenda within three (3) business days of the due date of Responses; however, the City reserves the right to issue any addenda at any time prior to the due date and time of Responses.

4. PROPERTY OF THE CITY

All materials submitted in response to this ITB become the property of the City. The City has the right to use any or all ideas presented in any response to this ITB, whether amended or not, and selection or rejection of a Bid does not affect this right. No variances to this provision shall be accepted.

The City reserves the right to amend the anticipated schedule as it deems necessary.

5. CONE OF SILENCE

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City's procurement code, the City's procurement cone of silence will be effect as of the deadline to submit Bids in response to this ITB. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all responses or some other action by the City to end the selection process.

6. ETHICS REQUIREMENT

This ITB is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Respondents are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to ensure compliance with the same.

Further, any Responsive Bidder coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this ITB. Therefore, all Bidders shall complete the City's Campaign Contribution Statement attached to this ITB as Exhibit "F".

7. DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of Bidders. It is the responsibility of a Responsive Bidder to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this ITB. Any reliance on the contents of this ITB, or on any communications with City representatives or advisors, shall be at each Bidder's own risk. Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The ITB is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no bidder or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any Responses conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw this ITB either before or after receiving Bids, may accept or reject Bids, and may accept Bids which deviate from the non-material provisions of this ITB. In its sole discretion, the City may determine the Bids and acceptability of any firm or firms submitting Bids in response to this ITB. Following submission of Bids, the Bidder agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the Bids and/or the Bidder, including the Bidder's affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to bids made pursuant to this ITB or in making any award or failure or refusal to make any award pursuant to such Bids, or in any cancellation of award, or in any withdrawal or cancellation of this ITB, either before or after issuance of an award, shall be without any expense, liability or obligation on the part of the City, or their advisors.

Any recipient of this ITB who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any Bids submitted pursuant to this ITB is at the sole risk and responsibility of the Bidder submitting such Bids.

8. CONTRACT AGREEMENT / COMPENSATION

The terms and conditions of the resulting non-exclusive continuing contract including the fee for the services to be rendered will be negotiated with the successful Bidders. If the City and the successful Bidders cannot agree on the terms and conditions of the resulting contract, the City reserves the right to terminate negotiations with the most Responsive Bidder and move to the next ranked Responsive Bidder to commence negotiations. Negotiations may continue in this process until the City is able to enter into a contract with the Responsive Bidder that best meets the needs of the City.

The City anticipates awarding more than one contract to more than one Bidder if it is in the best interests of the City.

The resulting non-exclusive continuing contract shall be open-ended with a termination provision allowing for either party to terminate the contract without cause upon ten (10) days' notice. Each fiscal year of the contract and any future years will be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the City of Pahokee. The City need not include a lack of appropriations provision in the resulting contract to avail itself of such legal right.

9. INSURANCE REQUIREMENTS

Prior to execution of the resulting contracts derived from this ITB, the awarded Bidder(s) shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the selected Responsive Bidder of its liability and obligations under the resulting contract.

- A. The selected firm shall maintain during the term of the contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- B. The selected firm shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm.
- C. The selected firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. The selected firm shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the firm or by anyone directly or indirectly employed by the firm.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the selected Bidder shall specifically include the City as an "Additional Insured".

10. EVALUATION AND AWARD

The evaluation and award of the submitted Bidders shall be consistent with Florida's Consultants' Competitive Negotiations Act (section 287.055, Florida Statutes). The City will assemble an Evaluation Committee to evaluate the submitted Bidders. The Evaluation Committee will meet publicly to evaluate and determine which Responsive Bidders are qualified to provide the requested services consistent with the qualification evaluation criteria. Once the Evaluation Committee determines which Responsive Bidders are qualified, it shall rank the Responsive Bidders based on the competitive negotiations evaluation criteria and make a recommendation to the City Commission with or without presentations and/or discussions. The Evaluation Committee may also request proposals for compensation once it determines which Responsive Bidders are qualified. City staff may negotiate with the highest ranked Responsive Bidder to prepare a contract to be submitted with the Evaluation Committee's recommendation to

the City Commission. The Procurement Agent will notify all submitting Bidders and advertise the Evaluation Committee meeting(s) in the appropriate media as directed by law. The City Commission is not bound by the recommendation of the Evaluation Committee and the City Commission may deviate from the recommendation in determining the best overall Responses which are most advantageous and in the best interest of the City. Recommended awards will be available for review by interested parties at the Department of Community & Economic Development and the City's website.

Each submitted Bidder will be evaluated individually and in the context of all other Bidders. Bidders must be fully responsive to the requirements described in this ITB and to any subsequent requests for clarification or additional information made by the City through written addenda to this ITB. Bidders failing to comply with the submission requirements, or those unresponsive to any part of this ITB, may be disqualified. There is no obligation on the part of the City to award to the most qualified, and the City reserves the right to award the contract to the Responsive Bidder submitting the best overall Bids and in the best interest of the City (consistent with the evaluation criteria and successful negotiations). The City shall be the sole judge of the Responsive Bidders and the resulting agreement that is in its best interests.

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. By submitting Bids, Bidders acknowledge this process and consent to the City's investigation. City is the sole judge in determining the Responsive Bidder's Bid.

At its sole option, the Evaluation Committee or City Commission may select the top three to five qualified Responsive Bidders and require brief presentations from each before making the final selection. This requirement is at the sole discretion of the City.

While the City allows Bidders to specify any desired variances to the ITB terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Bidders which are most advantageous to the City.

Evaluation Scoring Criteria:

The evaluation of the Bids will be conducted in accordance with the following criteria (with associated points available).

<u>Qualification Evaluation Criteria</u>	<u>Points Available</u>
Evidence of capability, experience and skill	30 points
Evidence of successful past performance for similar projects	30 points
Evidence of adequate personnel to perform	20 points
Completeness and responsiveness of responses	5 points
Terminations and/or litigation	5 points
Evidence of required license(s) and certification(s)	5 points

11. RESPONSE FORMAT

Each Bidder shall submit **one (1) original, two (2) copies and (1) electronic copy (CD or Jump Drive)** in a clear, concise format, on 8 1/2" x 11" paper, in English. Each tabbed set shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Bidder to respond to a requirement, the response should include reference to the document number and page number. Bidders not providing this reference will be considered to have no reference materials included in the additional documents.

Bidders must be properly signed in ink by the owner/principal having the authority to bind the firm to a resulting contract. **Signatures are required where indicated; failure to do so shall be cause for rejection of Bids.**

Only one set of Bids may be submitted by each Bidder.

Bids which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive.

All Bids shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause for disqualification.

A. Letter of Transmittal (not to exceed three pages)

This letter will summarize in a brief and concise manner the following:

- General summary of Respondent's firm; how long in business; general approach to tasks and projects; location; and, summary of the firm's Responses.
- Proposer's brief understanding of the scope of services.
- The letter must name all persons or entities interested in award as principals. Identify all of the persons authorized to make representations for the firm, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the firm must sign the Letter of Transmittal and must indicate the agent's title or authority.
- The individual or firm identified on the Letter of Transmittal will be considered the primary firm.
- If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the Bids, then same shall be completed prior to submittal. Bidders shall make their own independent evaluation of the requirements of the state law. The City will not consider submittals that identify a joint partnership to be formed.

B. Addenda (unlimited pages)

This section shall include a statement acknowledging receipt of each addendum issued by the City. Each Bidder is responsible for visiting the City's website to view and obtain addendum.

C. References & Materials (not to exceed 30 pages plus the form).

1. Evidence of capability, experience and skill: Bidders shall provide a summary of the firm's capability, experience and skill to provide the requested services (which shall not exceed two pages) and include the firm's organizational structure. Bullet point format is appreciated.

2. Evidence of successful past performance for similar projects: Using the reference form provided, Bidders shall identify successful past performance for similar projects. Bidders shall provide a minimum of five (5) references on the form provided demonstrating their successful past performance. Prior experience with other Florida municipalities is desirable. Bidders are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

3. Evidence of adequate personnel to perform: Bidders shall provide 1-page summaries or resumes of key personnel to be assigned to provide services to the City. Resumes should include a description of:

- Training, education and degrees.
- References from a minimum of five (5) other projects owners – comparable to this referenced ITB.
- Professional certifications, licenses and affiliations.

D. Proof of Licenses (unlimited)

Bidders shall provide proof of required licenses for each firm/company and scope of services to be performed. This shall include:

- Proof of Bidder's State of Florida registration with the Division of Business & Professional Regulations (DBPR) and/or license/registration with Construction Industry Licensing Board (CILB) of Palm Beach County Contractors License.
- Proof of all applicable licenses for services to be rendered (including registration with State of Florida Division of Corporations
- Statement or proof of required insurance (Certificate of Insurance); and,
- Letter establishing the Bidder's bonding capacity for the value of the Project.
- Proof of Bidder's Business Tax Receipt (as applicable).

E. Litigation and/or Terminations (unlimited)

Bidders shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years which is related to the services sought under this ITB and that the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount

involved. *If none, state as such.*

Bidders shall also state if the Bidder has had a contract for the services sought under this ITB which were terminated for default, non-performance or delay, in the past five (5) years. Bidders shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. *If none, state as such.*

F. Evidence of Ability to Deliver on Time (limited to three pages)

Bidders shall provide a three-page summary regarding their ability to deliver the requested services in a specific timeframe. Information regarding dedicated staff and current and projected firm workload should be provided.

G. Evidence of Small and/or Minority Business Enterprise (unlimited)

Bidders shall provide their certification(s) as a small or minority business enterprise. To qualify, the Bidder must be certified by a State agency, a Florida county or Florida municipality.

H. Representation By Submittal of Responses

By submitting Bids, the Responsive Bidder warrants, represents and declares that:

a. Person(s) designated as principal(s) of the Bidders are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.

b. The Bids are submitted without connection, coordination or cooperation with any other persons, company, firm or party submitting Bids, and that the Bids are, in all respects, true and correct without collusion or fraud.

c. The Bidder understands and agrees to all elements of the ITB unless otherwise indicated or negotiated, and that the ITB shall become part of any contract entered into between the City and the Responsive Bidder.

d. By signing and submitting Bids, Responsive Bidder certifies that it and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

e. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit Bid to the City of Pahokee for 36 months following the date of being placed on the convicted firm list. The Responsive Bidder certifies that submittal of its Bids does not violate this statute.

f. Responsive Bidder recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Responsive Bidder may suffer from the disclosure or submittal of its Bidders to third parties.

I. PROTESTS

Any actual Bidder who is aggrieved in connection with this ITB may protest such procurement. The protest must be filed with the City in accordance with the City's procurement code.

J. EXHIBITS

This ITB consists of the following exhibits (which are incorporated herein by reference):

- | | |
|----------------|--|
| a. Exhibit "A" | Scope of Services |
| b. Exhibit "B" | Map/Detail of Property |
| c. Exhibit "C" | Registration Form (required) |
| d. Exhibit "D" | Bidders Information Form (required) |
| e. Exhibit "E" | Drug Free Workplace Form (required) |
| f. Exhibit "F" | References (required) |
| g. Exhibit "G" | Campaign Contribution Statement (required) |
| h. Exhibit "H" | Narrative Questionnaire (required) |

K. COMPLIANCE

All Bids received in accordance with this ITB shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any Responsive Bidder believes its Bids contain exempt or confidential information, the Bidder must identify the same at the time of submission of its Bids. Failure to do so may result in the waiver of such exemption or confidentiality.

END OF GENERAL INFORMATION

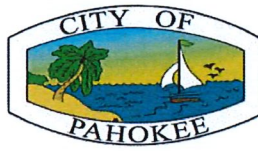


EXHIBIT "A"
ITB 2020-03
SCOPE OF SERVICES

1.0 Location

1.1 This scope of work applies to demolition of the municipal structure located in Pahokee, Florida. The structure to be demolished is the City of Pahokee Everglades Hospital located at 200 S. Barfield Highway, City of Pahokee.

2.0 General Project Description

2.1. The general description of the work is to furnish all equipment, labor, layouts of work features, and supervision needed to accomplish the following as described below: Demolition and disposal of the City of Pahokee Everglades Hospital.

2.2. All work shall be performed by individuals and entities duly licensed and authorized by law to perform the said work. The contractor shall provide verifiable proof of a State of Florida Business License, Palm Beach County and/or a City of Pahokee Occupational License prior to the award of the contract.

2.3. All work shall be performed by individuals and entities duly licensed and authorized by law to perform the said work. The contractor shall provide verifiable proof of a State of Florida Business and Professional Regulation License, and/or a Construction Industry Licensing Board of Palm Beach County Contractor's License prior to the award of the contract.

2.4. The Contractor shall perform demolitions in a manner that provided appropriate consideration for any potential adverse health impacts to the public. All work shall be completed using quality workmanship and in strict compliance with all Florida Building Codes, the National Emission Standards for Hazardous Air Pollutants (NESHAP), the Occupational Safety and Health Administration (OSHA), and all other applicable laws.

2.5. The Contractor shall submit documents showing he/she is adequately insured and will remain insured throughout the contract period for property damage, liability, workers' compensation, and other loss or injury incurred as result of the act of the contractor or his/her employees

2.6. The Contractor shall obtain and bear the expenses for all permits necessary for the work to be performed.

2.7 Demolition and/or clearance work having commenced shall be pursued diligently without

unreasonable interruption with due regard to public safety.

2.8 Water and/or sewer lines shall be properly capped, and power poles shall be properly removed from the site. Contact all local utilities prior to start.

3.0 Permits

3.1. A demolition permit shall be obtained by the successful bidder from the City of Pahokee.

3.2. Successful bidder(s) shall obtain the required demolition permit within then ten (10) working days of the Notice of Award Contract. The required demolition shall commence within five (5) working days from issuance of the permit and work continued on regular daily basis until completed. Failure to commence work as specified herein, without written extension granted by the Community & Economic Development Department upon written request by the successful bidder, will cause the bid to be awarded to another bidder. No expenses will be refunded for failure to comply with these specifications,

4.0 Report Requirements

4.1. Contractor Safety Plan. The Contractor shall prepare a Contractor Safety Plan to affirm the commitment to the Safety Program and identify the procedures to be used to satisfy the requirements of the Program. One copy of the completed Contractor Safety Plan shall be provided to the City of Pahokee, within five (5) working days of contract award. This plan must be approved by the Palm Beach County and the City of Pahokee prior to the commencement of any work.

4.2. Contractor Daily Safety Plan. The Contractor shall prepare a safety plan prior to each day's activities. The daily safety plan shall include the hazards expected with each day's activities. The mitigation measures for each hazard shall be included in the plan. The Contractor Safety Plan may be referenced for mitigation measures. The Contractor shall provide the daily safety plan to the City of Pahokee's authorized representative for approval. A daily tailgate safety meeting shall be conducted each morning prior to each day's activities. The Contractor shall inform the City of Pahokee's authorized representative of the time and location of each tailgate meeting at least 24 hours in advance.

4.3. Storm Water Pollution Prevention Plan. The Contractor shall prepare a storm water pollution prevention (SWPP) plan for the City of Pahokee approval prior to beginning work. The plan shall be submitted within five (5) working days of contract award. The plan shall include, as a minimum, the method for protecting all storm drains and waterways adjacent to the demolition area if applicable.

4.4. Daily Operational Report. The Contractor shall submit a daily operational report. A separate operational report is required for each crew. For example, if the Contractor is working three crews on the same day, three reports shall be submitted at the end of that day (one for each crew). This form must be signed daily by the Palm Beach County and the City of Pahokee Quality Assurance (QA) representative and the Contractor for payment to be made. Discrepancies between the daily operational report and corresponding load [and weigh] tickets shall be reconciled no later than the following day. In addition to that shown on the daily operational report, the Contractor shall include a narrative on any significant activities occurring

each day including but not limited to verbal instructions, changes, and clarifications. The Contractor shall include in the daily operational report the buildings demolished that day, including building ID and address. Before and after photographs of all buildings demolished shall be submitted no later than the next business day.

5.0 Services

5.1. Demolition. The Contractor shall provide all labor and equipment necessary for the demolition of City of Pahokee Everglades Hospital.

Contractor employees shall not enter the structures except in the process of executing the contract. NO explosives will be permitted. The structures and contents are considered to have no salvage value, except as specified. The City of Pahokee does not guarantee the condition of the properties prior to demolition.

5.1.1. Activities required prior to starting demolition are:

5.1.1.1. The Contractor shall complete a video and document the current conditions of all roadways, sidewalks and all structures to remain in the demolition area. In addition, all roadways along the haul routes shall be documented. A representative of the City of Pahokee shall be present during this inspection. The Contractor shall provide photographic and/or video documentation. The documentation shall be submitted to the City of Pahokee prior to beginning the work.

5.1.1.2. Prior to demolition of the structure, the Contractor shall perform all tasks and permitting required per this scope. A photograph of each structure to be demolished shall be included on the checklist. A City of Pahokee representative shall approve each checklist prior to the Contractor beginning demolition.

5.1.1.3. The Contractor shall check the structures prior to demolition to insure that the property is vacated.

5.1.1.4. The work includes capping and plugging of utilities, with all equipment, materials, and labor

The work includes capping and plugging of utilities, with all equipment, materials, and labor in accordance with local requirements. The Contractor is responsible for disconnection of all utilities, plugging of sewer taps, or connection to septic tanks. Disconnection of all utilities shall be coordinated by the contractor with the appropriate local service providers. The Contractor shall contact the local utility companies prior to commencing work to coordinate termination of gas, water, electric, phone, cable TV, and any other utility services to the nearest acceptable point. Sewer taps shall be plugged with screw type expanding plug inserts or other means approved by the local sewer authority, to prevent intrusion of ground water into the existing sewer system. Septic tanks encountered shall be left in place. The contractor shall take care and ensure that damage does not occur to any septic tanks.

5.1.1.5. The Contractor is responsible for ensuring traffic safety in all work areas. Flag persons, temporary signage, or other approved means shall be provided by the Contractor as needed to comply with the above requirement. Prior to the start of demolition of the structure, the contractor shall enclose the demolition site with a

temporary safety fence. The temporary safety fence shall remain until all demolition work within this area is complete and approved by the City of Pahokee or its representative. Gates shall be included if necessary for Contractor operations. The Contractor shall install warning signs, to alert and protect the public from demolition activities. The safety fence shall be at least 6 feet high. The fence shall be installed such that it can withstand normal weather conditions. The Contractor is responsible for maintaining the fence during demolition. The Contractor shall remove the fence from the work site upon completion of the contract.

5.1.2. Demolition shall not begin on the structures without a representative of the City of Pahokee present.

5.1.3. The use of water is to control dust during demolition work. The amount of dust resulting from demolition shall be controlled to prevent the spread of dust to occupied areas near the demolition site and to avoid creation of a nuisance in the surrounding area. Use of water shall not be allowed to result in, or create, hazardous or objectionable conditions such as ice, flooding and pollution.

5.1.4. The Contractor is responsible for complete demolition and removal of the City of Pahokee Everglades Hospital in Pahokee, Florida, located at 200 S. Barfield Highway, Pahokee, Florida, to the existing grade. The Contractor shall not remove the slabs. Truck drivers shall initial the Loading tickets at the loading site and again when the debris is dumped. Load tickets shall include items as noted. Any basements or crawl spaces shall be filled and graded to a uniform slope to eliminate vertical drops. The backfill shall be clean, uncontaminated soil.

5.1.5. The use of burning at the project site for demolition or the disposal of refuse and debris will NOT be permitted.

5.2. Debris Removal and Disposal. The Contractor shall provide all labor and equipment necessary for the removal and disposal of debris.

5.2.1. Haul and Dispose. The work shall consist of [separating and] removing the debris generated from demolishing the identified structures. Work shall include: 1) examining debris to determine whether the eligible debris is [include list of types of debris]; 2) [sorting and] loading the debris; 3) hauling the eligible debris to an approved dumpsite(s). Ineligible debris shall not be loaded, hauled, or dumped under this contract. The Contractor is responsible for all ineligible debris handled under this contract.

5.2.2. Debris Hauling and Disposal. All Debris shall be collected and transported to the designated Debris disposal areas shown on the drawings. The Contractor shall be responsible for managing the debris once on site and until all debris is removed. The Contractor shall place the debris in areas designated by the City of Pahokee.

5.2.3. Other Waste. All other demolition debris shall be collected and transported to an approved disposal site. Disposal fees are the responsibility of the Contractor.

5.3 Asbestos.

5.3.1 The structure may contain asbestos. A survey and abatement report detailing amount, materials and required methods for removal are to be supplied to the City of Pahokee, Palm Beach County and the Florida Department of Environmental Protection prior to demolition to occur.

5.3.2. It is the responsibility of the demolition contractor to handle all aspects of the asbestos removal process (asbestos survey, notification, abatement by an approved authorized contractor) and to ensure removal is in full accordance with the Environmental Protection Agency's (EPA), Florida State Department of Health and Palm Beach County regulations.

5.3.3 Asbestos abatement is assumed to be required in the structure. Asbestos abatement specifications will follow the report and state standards for collection as well as providing certifications of completion.

5.3.4. Asbestos removal must be performed by a Florida Licensed Asbestos Abatement Contractor. For any and all properties and those properties containing four or more units, all asbestos shall be removed by a certified asbestos removal contractor firm in accordance with all Department of Environmental Regulations specifications, as outlined in Florida Statutes 455.301 thru 4556.309 and Palm Beach County Environmental Control Ordinance #78-5, as amended.

5.3.5. The successful contractor shall be responsible to provide administrative fee costs for asbestos report, processing asbestos removal and asbestos notification during the initial bid process. These costs are to be added to the demolition bid, if applicable.

5.3.6. The contractor understands that asbestos may be present in a commercial building, and any costs incurred by the surveys and removal will be paid for by the Contractor as determined in the acceptance of the awarded bid.

5.3.7. The successful contractor is responsible for obtaining three (3) quotes prior awarding asbestos study or removal to be completed. This is in accordance to the standards and requirements as set forth by the City of Pahokee and Environmental Protection Agency's (EPA, Florida State Department of Health and Palm Beach County regulations).

5.3.8. Contractor must provide the City with all original asbestos report findings and related documentation.

6.0 Demolition Classification.

6.1. Structure. City of Pahokee Everglades Hospital is primarily constructed of concrete. Basements or crawl spaces under some structures are to be expected.

6.2 Building Demolition. Demolish building, structure, facilities, and other debris including brush and trees or logs, and completely remove from the site. Use methods required to complete Work within limitations of governing regulations and as follows:

6.2.1. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.

6.2.2. Removal of all HVAC units must be done without releasing of any refrigerants.

6.2.3. Prior to the demolition of any building or structure, all buildings and structures shall be determined to be free from infestation of rodents and insects. If the property is found infested, the appropriate treatment should be utilized to eliminate infestation. Documentation shall be provided to the Building Official from a licensed exterminator that this requirement has been met prior to the demolition.

7.0 Debris Removal and Disposal.

7.1. Debris Removal Process.

7.1.1. Debris shall be taken off site throughout the demolition process. The Contractor may allow debris to accumulate during demolition onsite only.

7.1.2. Do not burn demolished materials

7.1.3. Debris and rubbish including, but not limited to, trash, metal, plastic, and glass, shall be removed from within the footprint of the structure to be demolished. Debris shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. State and local regulations regarding hauling and disposal shall apply.

7.2. Debris Disposal Process.

7.2.1. Measurement for all debris removed shall be by the cubic yard and ton and supported by corresponding load ticket. Load tickets shall document cubic yard measurement for debris.

7.2.2. Load Tickets shall be used for recording the cubic yard volume of debris removed for disposal. Load tickets shall be provided to the City of Pahokee to verify proper disposal of debris. All information contained in this sample shall be included in the load tickets provided by the contractor. The load tickets shall be sequentially numbered and in quadruplicate. Each ticket shall contain the following information:

- Ticket Number
- Contract Number
- Date
- Contractor Name
- Truck or Roll-off Number
- Truck Capacity
- Truck Driver
- Debris Classification
- Dumpster

7.3. All materials shall be disposed of at an approved dump site. Disposal shall be in accordance with all Federal, State, and local laws and regulations.

8.0 Demobilization.

8.1. **Post-Demolition Cleanup.** Remove all signs of temporary construction facilities, work areas, structures, foundations or temporary structures, stockpiles of excess waste materials, or any other vestiges of demolition. The area shall be restored to near pre-existing conditions except those structures which are demolished as part of this contract. Except in specific cases, restoration to original contours will not be required; however, all restored areas shall be smoothly and evenly dressed and sloped to drain.

8.2. Upon termination or completion of this contract, Contractor shall vacate and remove, or

cause to be vacated or removed all property belonging to Contractor, any subcontractor, agent or employee. Any property not removed shall be deemed the City of Pahokee and any cost incurred by the City of Pahokee in disposal of same shall be withheld from any final payment due.

9.0 Performance Schedule.

9.1. The Contractor shall commence performance within twenty-four (24) hours of receipt of notice to proceed.

9.2. All activity associated with debris operations shall be performed between 7:30 am and 6:00 pm. The contractor may work six (6) days per week, excluding holidays.

9.3. Maximum allowable time for completion shall be ninety (90) calendar days, unless the City of Pahokee initiates additions or deletions to the contract by written change orders. Both parties pursuant to applicable county, state and federal law will equitably negotiate subsequent changes in cost and completion time.

9.4 Contractor shall provide adequate competent supervision at all times during the performance of the contract. The firm or designated representative shall be readily available to meet with City personnel. The contractor shall provide the contact information where its representatives can be reached.

10.0 Equipment.

10.1. All trucks and other equipment shall be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back up alarms. Any truck used to haul debris shall be capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The Contractor shall inspect all equipment prior to use.

10.2. Contractor mix debris hauled for others with debris hauled under this contract.

11.0 Other Considerations.

11.1. The Contractor shall designate a Contractor Representative (CR) at each project to supervise work in progress. The City of Pahokee inspectors will deal directly with the CR, for normal day-to-day administration of the contract provisions, within the limits of their authorities. The CR shall conduct overall management coordination and is the central point of contact with the Palm Beach County and the City of Pahokee for performance of all work under the contract. The CR shall have full authority to contractually commit the Contractor for prompt action on all matters pertaining to administration of this contract, and shall be the on-site Contractor employee who is responsible for safety. The CR shall also be responsible for implementing the Contractor Safety Plan and Daily Safety Plan, have the authority to determine for the Contractor when work is ready for the City of Pahokee inspection and make decisions for the Contractor on additional performance of work, when necessary.

11.2. The Contractor shall take necessary precautions to ensure that street signs are not moved or damaged. The Contractor may move signs temporarily for protection if in danger of being damaged during demolition. The Contractor shall return signs to pre-existing location and condition following demolition.

11.3. The contractor is reminded of the importance of the safety requirements; OSHA, EPA, and other State and Federal Laws that address the safe work environment. This includes the monitoring and safety of all employees who will be performing any work under this work order.

11.4. The Contractor shall obtain all permits, licenses, and maintain these documents at the project site where work is to be performed and have such documents readily available.

11.5. Compliance with the provisions of this contract by subcontractors will be the responsibility of the Contractor.

12.0 Special Considerations.

12.1. Contractors shall note that a portion of the project occurs adjacent to residential areas. The Contractor shall secure the demolition area to provide a safe work site. The contractors should exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The contractor shall repair any damages caused by the contractor's equipment in a timely manner. Any damage to private property shall be repaired at the Contractor's expense. The debris work area shall be left clear of debris and clean, as reasonably and practical under the conditions of this project.

12.2. The contractor shall use equipment and perform work in a manner to prevent damages to all infrastructure facilities and adjacent ROWs, including all landscaped areas. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the City of Pahokee. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the contractor.

12.3. Before beginning any demolition work, the Contractor shall survey the site. The Contractor shall take necessary precautions to avoid damage to neighboring properties. The Contractor shall protect all fire hydrants and all utilities during work operations. Any damaged items shall be repaired or replaced as approved by the City of Pahokee's authorized agent, as a non-reimbursable expense of the Contractor. The Contractor shall coordinate the work of this section with all other work.

12.4. The City of Pahokee may cease contractor operations due to inclement weather. Additional days will be added to the performance period for weather delays.

12.5. The Contractor shall plan the work to minimize the impact on the neighborhood and surrounding areas.

12.6. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.

12.7. The government reserves the right to inspect the site, verify quantities and review operations at any time.

12.8. If, in the process of demolition, items containing Freon are identified, the Contractor shall handle them in such a way as to minimize opportunities to allow the Freon to escape. The Contractor shall notify the City of Pahokee immediately upon discovery of previously unidentified Freon containing appliances.

12.9. Trees outside the project site which might be damaged during demolition shall be left in place and protected.

13.0 Environmental Protection, Historic Preservation, Protection of Property and Restoration

13.1. For the purpose of this specification, environmental protection is defined as the retention of the environment in its natural state to the greatest possible extent during project execution and to enhance the natural appearance in its final condition. Environmental protection requires consideration of air, water, and land and involves noise and solid waste management, as well as other pollutants. In order to prevent, and to provide for abatement and control of, any environmental pollution arising from the demolition activities in the performance of this contract, the Contractor and its subcontractors shall comply with all applicable Federal, State, and local laws and regulations concerning environmental pollution control and abatement.

14.0 Environmental Concerns Other

14.1. Prohibition of Ozone Depleting Substances. The use of Class I ozone-depleting compounds in temporary and permanent work is prohibited under this contract. Class I ozone-depleting compounds are listed in Section 602(a) of the Clean Air Act, as amended in 1990, U.S.C. Article 7671a(a) or Appendix A 40 C.F.R. Part 82, Subpart A and are repeated below:

CONTROLLED SUBSTANCE

A. Group I:

- *CFC1 1 --Trichlorofluoromethane (CFC-11)
- * CCl 2 F 2 --Dichlorodifluoromethane (CFC-12)
- * CCl 2 F-CClF 2 --Trichlorotrifluoroethane (CFC-113)
- * CF 2 Cl-CClF 2 --Dichlorotetrafluoroethane (CFC-114)
- *CClF 2 -CF 2 --(Mono)chloropentafluoroethane (CFC-115)
- All isomers of the above chemicals

B. Group II:

- *CF 2 BrCl--Bromochlorodifluoromethan (halon 1211)
- *CF 2 Br--Bromotrifluoromethane (halon 1301)
- * C 2 F 4 Br 2 --Dibromotetrafluoroethan (halon 2402)
- All isomers of the above chemicals

C. Group III:

- *CF 3 Cl--Chlorotrifluoromethane (CFC-13)
- *C 2 FCl 5 --(CFC-111)
- *C 2 F2Cl4 --(CFC-112)
- *C3 2FCl 7 --(CFC-211)
- *C 3F 2Cl 6 --(CFC-212)
- *C 3 F 3 Cl 5 --(CFC-213)
- *C 3 F 4Cl4 --(CFC-214)

*C 3F5Cl3 --(CFC-215)
*C 3 F6Cl2 --(CFC-216)
*C 3F7C l--(CFC-217)
All isomers of the above chemicals

D. Group IV:
*CCl 4 --Carbon Tetrachloride

E. Group V:
*C 2 H 3 Cl 3 --1,1,1-Trichloroethan (Methyl chloroform)

14.2. The Contractor shall comply with any environmental laws, regulations, conditions or instructions during the performance of any work under this contract and are incorporated as part of this contract. The Contractor shall use all reasonable means available to protect the environment and natural resources and where damage occurs the contractor shall be liable to restore the damaged premises.

14.3. The Contractor shall not remove or disturb any historical, archeological, architectural or other cultural artifact, relic, remains or objects. All items having any apparent historical or archaeological interest, which are discovered shall be carefully preserved. The Contractor shall leave the archaeological find undisturbed and immediately report the find to the City of Pahokee's authorized agent so that the proper authorities may be notified.

14.4. The Contractor shall not pollute any public waters with any HTW materials including but not limited to fuels, oils, bitumens, calcium chloride, acids, insecticides, herbicides, or other harmful materials. The Contractor shall comply with all applicable Federal, State, County, and Municipal laws concerning pollution of rivers and streams.

14.5. The Contractor shall prevent HTW materials including but not limited to chemicals, fuels, oils, greases, bituminous materials, waste washings, herbicides and insecticides, and concrete waste from entering the rivers and creeks.

14.6. Disposal of any HTW materials, wastes, effluent, trash, garbage, oil, grease, chemicals, etc., shall be disposed of in accordance with all Federal, State and local laws. Waste material which is dumped by the Contractor in unauthorized areas shall be removed and the area restored to the original condition before being disturbed, at the expense of the Contractor.

15.0 FAILURE TO COMPLY

15.1 Failure to comply with the specifications herein will cause the bid to be rescinded and awarded to another bidder. The City reserves the right to add scope at any time not noted in the above referenced documents. The Contractor and the City agree to execute this work at a mutually agreed upon price and time to complete the intend scope of work. No expenses or fines will be refunded for failure to comply with these specifications, applicable codes or laws. Time is of the essences, no additional time will be granted once complete site assessment and the Notice to Proceed (NTP) is issued without approval of the Engineer.

END OF SCOPE OF SERVICE

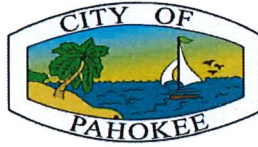


EXHIBIT "C"
ITB No. 2020-03
REGISTRATION FORM

Bidders should complete and return this form to the Department of Community & Economic Development prior to 5:00pm EST, Tuesday 14th April 2020 in order to receive any addenda(s) issued for this Invitation to Bid.

It is the responsibility of the Bidder to ensure its receipt of all addenda items.

Name of Company:

Contact Person:

Mailing Address:

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Email Address:

Preferred Method of Receipt Acknowledgement: Email or Fax

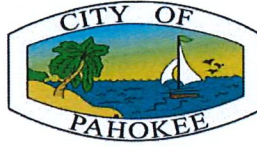


EXHIBIT "D"

ITB No. 2020-03

RESPONDENT INFORMATION PAGE

Company Name: _____

Authorized Signer(s): _____
Printed Name Signature(s)

Title: _____

Authorized Signer(s): _____
Printed Name Signature(s)

Title: _____

Company's Physical Address: _____

Company's City: _____ State: _____ Zip: _____

Company's Telephone: _____ Company's Fax: _____

Email Address: _____

Website (if applicable): _____

Federal Identification Number: _____
This is a requirement for every Bidder/Respondent.

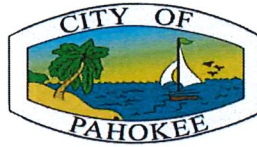


EXHIBIT "E"

ITB No. 2020-03

CONFIRMATION OF A DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more Responses are equal with respect to price, quality, and service which are received by any political subdivisions for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 proposal 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 proposal, 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, violation occurring in the workplace no later than 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 this statement on behalf of _____,
I certify that _____ complies fully with the above
requirements.

Authorized Representative's Signature

Date

Printed Name:

Title:

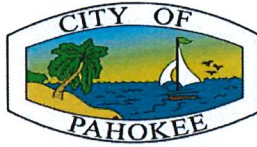


EXHIBIT "F"

ITB No. 2020-03

REFERENCES

List below or on an attached sheet similar past projects. Please provide the name, address and telephone numbers of organizations, governmental or private, for whom you now are, or have within the past five (5) years provided similar services. (THIS FORM MAY BE COPIED).

REFERENCE #1

Name of Client: _____

Address: _____

Phone Number: _____ Fax: _____

Contact Person: _____ Title: _____

Description of Services:

Completed on Time: Yes ___ No ___ (if no) Explanation:

Completed within Budget Dollars: Yes ___ No ___ (if no) Explanation:

REFERENCE #2

Name of Client: _____

Address: _____

Phone Number: _____ Fax: _____

Contact Person: _____ Title: _____

Description of Services:

Completed on Time: Yes ____ No ____ (if no) Explanation:

Completed within Budget Dollars: Yes ____ No ____ (if no) Explanation:

REFERENCE #3

Name of Client: _____

Address: _____

Phone Number: _____ Fax: _____

Contact Person: _____ Title: _____

Description of Services:

Completed on Time: Yes ____ No ____ (if no) Explanation:

Completed within Budget Dollars: Yes ____ No ____ (if no) Explanation:

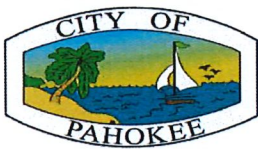


EXHIBIT "G"

ITB No. 2020-03

CAMPAIGN CONTRIBUTION STATEMENT

Completed By Vendor: Check which statement applies, fill in the requested information, if applicable and sign below.

Neither the undersigned business nor any of its owners or officers contributed more than \$100,000 to the campaign of a sitting City Commission member. [If you checked this statement, you are done and may sign below in the designated area].

The undersigned business or one or more of its owners or officers contributed more than \$100,000 to the campaign of a sitting City Commission member. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked that statement, please complete the information requested below and sign in the designated area].

1. _____ contributed a total of \$ _____
to the campaign of City Commission member _____.

2. _____ contributed a total of \$ _____
to the campaign of City Commission member _____.

3. _____ contributed a total of \$ _____
to the campaign of City Commission member _____.

4. _____ contributed a total of \$ _____
to the campaign of City Commission member _____.

5. _____ contributed a total of \$ _____
to the campaign of City Commission member _____.

I certify the above statements are true and correct to the best of my knowledge and I understand that false or inaccurate statement may result in the rejection of this bid/proposal/submittal or thee immediate termination of any resulting agreement with the City of Pahokee.

Signature: _____

Printed Name: _____

Title: _____

Name of Business/Company: _____

Completed By Commissioner/Mayor: Check which statement applies, fill in the requested information, if applicable, and sign below in the designated area.

[] Neither the above referenced business nor any of its owners or officers contributed more than \$100,000 to my campaign. [If you checked this statement, you are done and may sign below in the designated area].

[] The above referenced business or one or more of its owners or officers contributed more than \$100,000 to my campaign. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked that statement, please complete the information requested below and sign in the designated area].

_____ contributed a total of \$ _____ to my campaign.
_____ contributed a total of \$ _____ to my campaign.
_____ contributed a total of \$ _____ to my campaign.
_____ contributed a total of \$ _____ to my campaign.

I certify the above statements are true and correct to the best of my knowledge and I understand that false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Pahokee.

Signature: _____

Printed Name: _____

Title: _____

Name of Business/Company: _____

FOR CITY CLERK'S USE ONLY.

THIS SECTION SHALL BE COMPLETED ONLY IF THERE IS A CAMPAIGN CONTRIBUTION LISTED ABOVE BY THE VENDOR OR COMMISSION MEMBER.

Applicable campaign contributions were disclosed in writing above, and prior to the award of the contract, the following statements were verbally made at the City Commission Meeting on the _____ day of _____, 2020.

Check all that apply.

_____ Commissioner/Mayor _____ verbally disclosed the campaign contribution(s) set forth above.

_____ Vendor, _____ verbally disclosed the campaign contribution(s) set forth above.

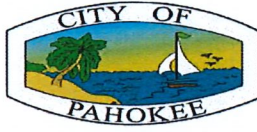


EXHIBIT "H"

ITB No.2020-03

NARRATIVE QUESTIONNAIRE

All responses should conform to the following structure, order and must incorporate information where appropriate.

The following forms and narratives must be completed and submitted. **Failure to respond** to any questions may result in disqualification of the Responses as non-responsive and not be considered by the Selection Committee.

1. Has your contractor's license been revoked at anytime in the last five (5) years?
Yes _____ No _____
2. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was in default within the last five (5) years.
Yes _____ No _____
3. At anytime during the last five (5) years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project or bidding of performance of a government contract?
Yes _____ No _____
4. List all Florida construction license numbers, classifications and expiration dated of the Florida contractor license held by your firm:

5. If any of the firm's license(s) are held in the name of a corporation or partnership, list the names of the qualifying individual(s) listed on the Department of Business and Professional Regulations (DPBR) Construction Industry Licensing Board (CILB) records who meet the experience and examination requirements for each license
6. Has your firm changed names or license number in the past five (5) years?
Yes _____ No _____
If "yes" explain on a separate signed page, including the reason.
7. Has any owner, partner or officer of your firm operated a construction firm under any other name in the last five (5) years?
Yes _____ No _____
If "yes" explain on a separate signed page, including the reason.
8. Has any CILB held by your firm and/or employee been suspended within the last five (5) years?
Yes _____ No _____
If "yes" explain on a separate signed page, including the reason.

9. At any time in the last five (5) years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?
Yes _____ No _____
If "yes", explain on a separate signed page, identifying all such projects by owner, owner's address and date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.
10. In the last five (5) years has your firm or any firm with which any of your company's owners, officer's or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on or completing, any government agency or public works projects for any reason? **Note: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position?**
Yes _____ No _____
If "yes", explain on a separate signed page. State whether the firm involved was the firm applying for qualification in this ITB or ANOTHER FIRM. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project and the basis for the action.
11. In the past five (5) years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?
Yes _____ No _____
If "yes", on a separate signed page, identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or if resolved, a brief description of the resolution).
12. In the last five (5) years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
Yes _____ No _____
If "yes" explain on a separate signed page. Name of insurance carrier, the form of insurance and the year of refusal.
13. Does your firm have the ability to conduct business with three (3) City projects and three (3) projects outside the City contract on a concurrent basis?
Yes _____ No _____



ITB NO. 2020-03

DATE: July 20, 2020
CUSTOMER: City of Pahokee
Department of Community &
Economic Development

PROJECT: Demolition of the City of Pahokee
Everglades Hospital

ADDRESS: 200 S Barfield Highway
City of Pahokee, FL 33476

SITE VISIT: Yes

ADDENDUMS: 1 Dated 07/08/2020
RFI RESPONSES: #1 Dated 07/08/2020
QUESTIONS and ANSWERS: #2 Dated 07/14/2020

Under the terms and conditions of Invitation to Bid by and between The BG Group, LLC (BG Group) and City of Pahokee, Department of Community & Economic Development (customer), BG Group will provide all labor, material and supervision necessary to complete the demolition and removal work described in the Invitation to Bid No 2020-03

Total Proposal Amount: \$300,000.00
(Three Hundred Thousand Dollars and No/100's)

Perform **Structural Demolition** according to Invitation to Bid No 2020-03 listed above:

- Demolition, Removal & Disposal of (2) One/Two Story Buildings Including Slabs & Foundations
- Removal & Disposal of Concrete Sidewalks, Slabs, Pads, Ramps Adjacent to the Building
- Removal & Disposal of Miscellaneous Items Described in the RFI Responses
- Asbestos Abatement
- Silt Fence, Temp Construction Fence w/ Gates
- Utility Disconnects
- Freon Abatement, Bulbs, Ballasts, Mercury Switches, Etc.
- Rough Grading of Demolition Area, Hydro Seed Disturbed Area
- Crush Concrete to 3" Minus, Use for Backfill and Stockpile Remainder On-Site

PROJECT SPECIFIC NOTES: Foundations to be removed up to (3) Three feet below grade, No Pile Removal / Extraction, City to assist in providing water meter

EXCLUSIONS:

- Trees/Landscape Plant Material
- Owner Salvage

2. Work by The BG Group:

- 2.1 The BG Group will verify all utilities that serviced the structures or equipment to be removed have been disconnected prior to the start of any work.
- 2.2 The BG Group will remove, load, haul and legally dispose of all combustible, solid and metallic debris resulting from the above captioned removal work.

Construction • demolition • environmental remediation



2.3 Provide water supply (if not excluded above) in sufficient quantity and pressure and in close proximity to the removal site to support all dust control and fire control measures necessary for the completion of the work.

3. Licenses, Notifications, Regulations and Insurance

- 3.1 Prepare and submit any notifications required to complete the work described in this Agreement.
- 3.2 The BG Group will maintain Workers Compensation with a \$1,000,000.00 limit, General Liability Insurance with a combined per occurrence limit of \$1,000,000.00/\$2,000,000.00 aggregate and an \$6,000,000.00 umbrella, Pollution Liability Insurance and Auto Insurance with a \$1,000,000.00 limit.

4. Work by Customer:

Customer agrees to perform the following in a timely manner so as not to impede the progress of The BG Group's work described herein:

4.1 Authorize The BG Group to utilize any or all of the necessary equipment and/or devices to complete the work in this Agreement. The following items may be used on this job:

- o Excavators of multiple sizes with assorted attachments
- o Rubber Tire Loaders
- o Track Loaders
- o Skid Steers (track or rubber tire)
- o Lifts (Scissor, Boom, Lulls, etc.)
- o Hydraulic Saws
- o Assorted Hand Tools

Sincerely,
Ivy Fradin
Managing Member

Date: _____

8/3/20

 **AIA**® Document A312™ – 2010

Bond No.

Performance Bond

CONTRACTOR:

(Name, legal status and address)

The BG Group, LLC
15560 Lyons Road
Delray Beach, FL 33446

SURETY:

(Name, legal status and principal place of business)

HARCO NATIONAL INSURANCE COMPANY
702 Oberlin Rd
Raleigh, NC 27605

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

CITY OF PAHOKEE
207 BEGONIA DRIVE,
PAHOKEE, FL 33476

CONSTRUCTION CONTRACT

Date:

Amount: \$300,000.00

Description: Old Everglades Memorial Hospital - Demolition Agreement
(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$300,000.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
The BG Group, LLC

SURETY

Company: *(Corporate Seal)*
HARCO NATIONAL INSURANCE COMPANY

Signature: _____ Signature: _____

Name Name

and Title: and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

 **AIA® Document A312™ – 2010**

Bond No.

Payment Bond

CONTRACTOR:

(Name, legal status and address)

The BG Group, LLC
15560 Lyons Road
Delray Beach, FL 33446

SURETY:

(Name, legal status and principal place of business)

HARCO NATIONAL INSURANCE COMPANY
702 Oberlin Rd
Raleigh, NC 27605

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

CITY OF PAHOKEE
207 BEGONIA DRIVE
PAHOKEE, FL 33476

CONSTRUCTION CONTRACT

Date:

Amount: \$300,000.00

Description: Old Everglades Memorial Hospital - Demolition Agreement
(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$300,000.00

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
The BG Group, LLC

SURETY

Company: *(Corporate Seal)*
HARCO NATIONAL INSURANCE COMPANY

Signature: _____

Name
and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____

Name
and Title: William Griffin, Attorney in Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

THE BOND IS HEREBY AMENDED SO THAT THE PROVISIONS AND LIMITATIONS OF SECTION 713.23 OR 255.05WHICHEVER APPLICABLE, FLORIDA STATUTES ARE INCORPORATED HEREIN BY REFERENCE

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

EXHIBIT "A"
ITB 2020-03
SCOPE OF SERVICES

1.0 Location

1.1 This scope of work applies to demolition of the municipal structure located in Pahokee, Florida. The structure to be demolished is the City of Pahokee Everglades Hospital located at 200 S. Barfield Highway, City of Pahokee.

2.0 General Project Description

2.1. The general description of the work is to furnish all equipment, labor, layouts of work features, and supervision needed to accomplish the following as described below: Demolition and disposal of the City of Pahokee Everglades Hospital.

2.2. All work shall be performed by individuals and entities duly licensed an authorized by law to perform the said work. The contractor shall provide verifiable proof of a State of Florida Business License, Palm Beach County and/or a City of Pahokee Occupational License prior to the award of the contract.

2.3. All work shall be performed by individuals and entities duly licensed an authorized by law to perform the said work. The contractor shall provide verifiable proof of a State of Florida Business and Professional Regulation License, and/or a Construction Industry Licensing Board of Palm Beach County Contractor's License prior to the award of the contract.

2.4. The Contractor shall perform demolitions in a manner that provided appropriate consideration for any potential adverse health impacts to the public. All work shall be completed using quality workmanship and in strict compliance with all Florida Building Codes, the National Emission Standards for Hazardous Air Pollutants (NESHAP), the Occupational Safety and Health Administration (OSHA), and all other applicable laws.

2.5. The Contractor shall submit documents showing he/she is adequately insured and will remain insured throughout the contract period for property damage, liability, workers' compensation, and other loss or injury incurred as result of the act of the contractor or his/her employees

2.6. The Contractor shall obtain and bear the expenses for all permits necessary for the work to be performed.

2.7 Demolition and/or clearance work having commenced shall be pursued diligently without unreasonable interruption with due regard to public safety.

2.8 Water and/or sewer lines shall be properly capped, and power poles shall be properly removed from the site. Contact all local utilities prior to start.

2.9 City of Pahokee will assist in obtaining a temporary meter with the contractor responsible for payment of installation and the water utilized.

3.0 Permits

3.1. A demolition permit shall be obtained by the successful bidder from the City of Pahokee.

3.2. Successful bidder(s) shall obtain the required demolition permit within the ten (10) working days of the Notice of Award Contract. The required demolition shall commence within five (5) working days from issuance of the permit and work continued on regular daily basis until completed. Failure to commence work as specified herein, without written extension granted by the Community & Economic Development Department upon written request by the successful bidder, will cause the bid to be awarded to another bidder. No expenses will be refunded for failure to comply with these specifications,

4.0 Report Requirements

4.1. **Contractor Safety Plan.** The Contractor shall prepare a Contractor Safety Plan to affirm the commitment to the Safety Program and identify the procedures to be used to satisfy the requirements of the Program. One copy of the completed Contractor Safety Plan shall be provided to the City of Pahokee, within five (5) working days of contract award. This plan must be approved by the Palm Beach County and the City of Pahokee prior to the commencement of any work.

4.2. **Contractor Daily Safety Plan.** The Contractor shall prepare a safety plan prior to each day's activities. The daily safety plan shall include the hazards expected with each day's activities. The mitigation measures for each hazard shall be included in the plan. The Contractor Safety Plan may be referenced for mitigation measures. The Contractor shall provide the daily safety plan to the City of Pahokee's authorized representative for approval. A daily tailgate safety meeting shall be conducted each morning prior to each day's activities. The Contractor shall inform the City of Pahokee's authorized representative of the time and location of each tailgate meeting at least 24 hours in advance.

4.3. **Storm Water Pollution Prevention Plan.** The Contractor shall prepare a storm water pollution prevention (SWPP) plan for the City of Pahokee approval prior to beginning work. The plan shall be submitted within five (5) working days of contract award. The plan shall include, as a minimum, the method for protecting all storm drains and waterways adjacent to the demolition area if applicable.

4.4. **Daily Operational Report.** The Contractor shall submit a daily operational report. A separate operational report is required for each crew. For example, if the Contractor is working three crews on the same day, three reports shall be submitted at the end of that day (one for each crew). This form must be signed daily by the Palm Beach County and the City of Pahokee Quality Assurance (QA) representative and the Contractor for payment to be made.

Discrepancies between the daily operational report and corresponding load [and weigh] tickets shall be reconciled no later than the following day. In addition to that shown on the daily operational report, the Contractor shall include a narrative on any significant activities occurring each day including but not limited to verbal instructions, changes, and clarifications. The Contractor shall include in the daily operational report the buildings demolished that day, including building ID and address. Before and after photographs of all buildings demolished shall be submitted no later than the next business day.

5.0 Services

5.1. Demolition. The Contractor shall provide all labor and equipment necessary for the demolition of City of Pahokee Everglades Hospital.

Contractor employees shall not enter the structures except in the process of executing the contract. NO explosives will be permitted. The structures and contents are considered to have no salvage value, except as specified. The City of Pahokee does not guarantee the condition of the properties prior to demolition.

5.1.1. Activities required prior to starting demolition are:

5.1.1.1. The Contractor shall complete a video and document the current conditions of all roadways, sidewalks and all structures to remain in the demolition area. In addition, all roadways along the haul routes shall be documented. A representative of the City of Pahokee shall be present during this inspection. The Contractor shall provide photographic and/or video documentation. The documentation shall be submitted to the City of Pahokee prior to beginning the work.

5.1.1.2. Prior to demolition of the structure, the Contractor shall perform all tasks and permitting required per this scope. A photograph of each structure to be demolished shall be included on the checklist. A City of Pahokee representative shall approve each checklist prior to the Contractor beginning demolition.

5.1.1.3. The Contractor shall check the structures prior to demolition to insure that the property is vacated.

5.1.1.4. The work includes capping and plugging of utilities, with all equipment, materials, and labor

The work includes capping and plugging of utilities, with all equipment, materials, and labor in accordance with local requirements. The Contractor is responsible for disconnection of all utilities, plugging of sewer taps, or connection to septic tanks. Disconnection of all utilities shall be coordinated by the contractor with the appropriate local service providers. The Contractor shall contact the local utility companies prior to commencing work to coordinate termination of gas, water, electric, phone, cable TV, and any other utility services to the nearest acceptable point. Sewer taps shall be plugged with screw type expanding plug inserts or other means approved by the local sewer authority, to prevent intrusion of ground water into the existing sewer

system. Septic tanks encountered shall be left in place. The contractor shall take care and ensure that damage does not occur to any septic tanks.

5.1.1.5. The Contractor is responsible for ensuring traffic safety in all work areas. Flag persons, temporary signage, or other approved means shall be provided by the Contractor as needed to comply with the above requirement. Prior to the start of demolition of the structure, the contractor shall enclose the demolition site with a temporary safety fence. The temporary safety fence shall remain until all demolition work within this area is complete and approved by the City of Pahokee or its representative.

Gates shall be included if necessary, for Contractor operations. The Contractor shall install warning signs, to alert and protect the public from demolition activities. The safety fence shall be at least 6 feet high. The fence shall be installed such that it can withstand normal weather conditions. The Contractor is responsible for maintaining the fence during demolition. The Contractor shall remove the fence from the work site upon completion of the contract.

5.1.2. Demolition shall not begin on the structures without a representative of the City of Pahokee present.

5.1.3. The use of water is to control dust during demolition work. The amount of dust resulting from demolition shall be controlled to prevent the spread of dust to occupied areas near the demolition site and to avoid creation of a nuisance in the surrounding area. Use of water shall not be allowed to result in, or create, hazardous or objectionable conditions such as ice, flooding and pollution.

5.1.4. The Contractor is responsible for complete demolition and removal of the City of Pahokee Everglades Hospital in Pahokee, Florida, located at 200 S. Barfield Highway, Pahokee, Florida, to the existing grade. The Contractor shall remove foundations, slabs, grade beams, etc. and are to be removed to a minimum of 2 feet below grade. Any basements or crawl spaces shall be filled and graded to a uniform slope to eliminate vertical drops. Backfill and stockpile will remain on site and will consist of crush concrete will be to 3' minus and hydro seeding will be utilized in the disturbed area.

5.1.5. The use of burning at the project site for demolition or the disposal of refuse and debris will NOT be permitted.

5.2. Debris Removal and Disposal. The Contractor shall provide all labor and equipment necessary for the removal and disposal of debris.

5.2.1. Haul and Dispose. The work shall consist of [separating and] removing the debris generated from demolishing the identified structures. Work shall include: 1) examining debris to determine whether the eligible debris is [include list of types of debris]; 2) [sorting and] loading the debris; 3) hauling the eligible debris to an approved dumpsite(s). Ineligible debris shall not be loaded, hauled, or dumped under this contract. The Contractor is responsible for all ineligible debris handled under this contract.

The contractor shall submit to the City all load tickets at the loading site and again when the debris is dumped. Load tickets shall include items as noted. All load tickets and logs must be submitted to the City of Pahokee.

5.2.2. Debris Hauling and Disposal. All Debris shall be collected and transported to the designated Debris disposal areas shown on the drawings. The Contractor shall be responsible for managing the debris once on site and until all debris is removed. The Contractor shall place the debris in areas designated by the City of Pahokee.

5.2.3. Other Waste. All other demolition debris shall be collected and transported to an approved disposal site. Disposal fees are the responsibility of the Contractor.

5.3 Asbestos.

5.3.1 The structure may contain asbestos. A survey and abatement report detailing amount, materials and required methods for removal are to be supplied to the City of Pahokee, Palm Beach County and the Florida Department of Environmental Protection prior to demolition to occur.

5.3.2. It is the responsibility of the demolition contractor to handle all aspects of the asbestos removal process (asbestos survey, notification, abatement by an approved authorized contractor) and to ensure removal is in full accordance with the Environmental Protection Agency's (EPA), Florida State Department of Health and Palm Beach County regulations.

5.3.3 Asbestos abatement is assumed to be required in the structure. Asbestos abatement specifications will follow the report and state standards for collection as well as providing certifications of completion.

5.3.4. Asbestos removal must be performed by a Florida Licensed Asbestos Abatement Contractor. For any and all properties and those properties containing four or more units, all asbestos shall be removed by a certified asbestos removal contractor firm in accordance with all Department of Environmental Regulations specifications, as outlined in Florida Statutes 455.301 thru 4556.309 and Palm Beach County Environmental Control Ordinance #78-5, as amended.

5.3.5. The successful contractor shall be responsible to provide administrative fee costs for asbestos report, processing asbestos removal and asbestos notification during the initial bid process. These costs are to be added to the demolition bid, if applicable.

5.3.6. The contractor understands that asbestos may be present in a commercial building, and any costs incurred by the surveys and removal will be paid for by the Contractor as determined in the acceptance of the awarded bid.

6.0 Demolition Classification.

6.1. Structure. City of Pahokee Old Everglades Hospital is primarily constructed of concrete. Basements or crawl spaces under some structures are to be expected.

6.2 Building Demolition. Demolish building, structure, facilities, and other debris including brush and trees or logs, and completely remove from the site. Use methods required to complete Work within limitations of governing regulations and as follows:

6.2.1. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.

6.2.2. Removal of all HVAC units must be done without releasing of any refrigerants.

6.2.3. Prior to the demolition of any building or structure, all buildings and structures shall be determined to be free from infestation of rodents and insects. If the property is found infested, the appropriate treatment should be utilized to eliminate infestation. Documentation shall be provided to the Building Official from a licensed exterminator that this requirement has been met prior to the demolition.

7.0 Debris Removal and Disposal.

7.1. Debris Removal Process.

7.1.1. Debris shall be taken off site throughout the demolition process. The Contractor may allow debris to accumulate during demolition onsite only.

7.1.2. Do not burn demolished materials

7.1.3. Debris and rubbish including, but not limited to, trash, metal, plastic, and glass, shall be removed from within the footprint of the structure to be demolished. Debris shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. State and local regulations regarding hauling and disposal shall apply.

7.2. Debris Disposal Process.

7.2.1. Measurement for all debris removed shall be by the cubic yard and tonnage and supported by corresponding load ticket. Load tickets shall document cubic yard measurement for debris.

7.2.2. Load Tickets shall be used for recording the cubic yard volume of debris removed for disposal. Load tickets shall be provided to the City of Pahokee to verify proper disposal of debris. All information contained in this sample shall be included in the load tickets and logs provided by the contractor. The load tickets shall be sequentially numbered and in quadruplicate. Each ticket shall contain the following information:

- Ticket Number
- Contract Number
- Date

- Contractor Name
- Truck or Roll-off Number
- Truck Capacity
- Truck Driver
- Debris Classification
- Dumpster

7.3. All materials shall be disposed of at an approved dump site. Disposal shall be in accordance with all Federal, State, and local laws and regulations.

8.0 Demobilization.

8.1. **Post-Demolition Cleanup.** Remove all signs of temporary construction facilities, work areas, structures, foundations or temporary structures, stockpiles of excess waste materials, or any other vestiges of demolition. The area shall be restored to near pre-existing conditions except for crushed concrete that will be left on site.

8.2. Upon termination or completion of this contract, Contractor shall vacate and remove, or cause to be vacated or removed all property belonging to Contractor, any subcontractor, agent or employee. Any property not removed shall be deemed the City of Pahokee and any cost incurred by the City of Pahokee in disposal of same shall be withheld from any final payment due.

9.0 Performance Schedule.

9.1. The Contractor shall commence performance within forty-eight (48) hours of receipt of notice to proceed.

9.2. All activity associated with debris operations shall be performed between 7:30 am and 6:00 pm. The contractor may work six (6) days per week, excluding holidays.

9.3. Maximum allowable time for completion shall be ninety (90) working days, unless the City of Pahokee initiates additions or deletions to the contract by written change orders. Both parties pursuant to applicable county, state and federal law will equitably negotiate subsequent changes in cost and completion time.

9.4 Contractor shall provide adequate competent supervision at all times during the performance of the contract. The firm or designated representative shall be readily available to meet with City personnel. The contractor shall provide the contact information where its representatives can be reached.

10.0 Equipment.

10.1. All trucks and other equipment shall be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back up alarms. Any truck used to haul debris shall be capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided

they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The Contractor shall inspect all equipment prior to use.

10.2. Contractor mix debris hauled for others with debris hauled under this contract.

11.0 Other Considerations.

11.1. The Contractor shall designate a Contractor Representative (CR) at each project to supervise work in progress. The City of Pahokee inspectors will deal directly with the CR, for normal day-to-day administration of the contract provisions, within the limits of their authorities. The CR shall conduct overall management coordination and is the central point of contact with the Palm Beach County and the City of Pahokee for performance of all work under the contract.

The CR shall have full authority to contractually commit the Contractor for prompt action on all matters pertaining to administration of this contract, and shall be the on-site Contractor employee who is responsible for safety. The CR shall also be responsible for implementing the Contractor Safety Plan and Daily Safety Plan, have the authority to determine for the Contractor when work is ready for the City of Pahokee inspection and make decisions for the Contractor on additional performance of work, when necessary.

11.2. The Contractor shall take necessary precautions to ensure that street signs are not moved or damaged. The Contractor may move signs temporarily for protection if in danger of being damaged during demolition. The Contractor shall return signs to pre-existing location and condition following demolition.

11.3. The contractor is reminded of the importance of the safety requirements; OSHA, EPA, and other State and Federal Laws that address the safe work environment. This includes the monitoring and safety of all employees who will be performing any work under this work order.

11.4. The Contractor shall obtain all permits, licenses, and maintain these documents at the project site where work is to be performed and have such documents readily available.

11.5. Compliance with the provisions of this contract by subcontractors will be the responsibility of the Contractor.

12.0 Special Considerations.

12.1. Contractors shall note that a portion of the project occurs adjacent to residential areas. The Contractor shall secure the demolition area to provide a safe work site. The contractors should exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The contractor shall repair any damages caused by the contractor's equipment in a timely manner. Any damage to private property shall be repaired at the Contractor's expense. The debris work area shall be left clear of debris and clean, as reasonably and practical under the conditions of this project.

12.2. The contractor shall use equipment and perform work in a manner to prevent damages to all infrastructure facilities and adjacent ROWs, including all landscaped areas. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the City of Pahokee. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the contractor.

12.3. Before beginning any demolition work, the Contractor shall survey the site. The Contractor shall take necessary precautions to avoid damage to neighboring properties. The Contractor shall protect all fire hydrants and all utilities during work operations. Any damaged items shall be repaired or replaced as approved by the City of Pahokee's authorized agent, as a non-reimbursable expense of the Contractor. The Contractor shall coordinate the work of this section with all other work.

12.4. The City of Pahokee may cease contractor operations due to inclement weather. Additional days will be added to the performance period for weather delays.

12.5. The Contractor shall plan the work to minimize the impact on the neighborhood and surrounding areas.

12.6. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.

12.7. The government reserves the right to inspect the site, verify quantities and review operations at any time.

12.8. If, in the process of demolition, items containing Freon are identified, the Contractor shall handle them in such a way as to minimize opportunities to allow the Freon to escape. The Contractor shall notify the City of Pahokee immediately upon discovery of previously unidentified Freon containing appliances.

12.9. Trees outside the project site which might be damaged during demolition shall be left in place and protected unless they are located outside of the demolition zone.

13.0 Environmental Protection, Historic Preservation, Protection of Property and Restoration

13.1. For the purpose of this specification, environmental protection is defined as the retention of the environment in its natural state to the greatest possible extent during project execution and to enhance the natural appearance in its final condition. Environmental protection requires consideration of air, water, and land and involves noise and solid waste management, as well as other pollutants. In order to prevent, and to provide for abatement and control of, any environmental pollution arising from the demolition activities in the performance of this contract, the Contractor and its subcontractors shall comply with all applicable Federal, State, and local laws and regulations concerning environmental pollution control and abatement.

14.0 Environmental Concerns Other

14.1. Prohibition of Ozone Depleting Substances. The use of Class I ozone-depleting compounds in temporary and permanent work is prohibited under this contract. Class I ozone-depleting compounds are listed in Section 602(a) of the Clean Air Act, as amended in 1990, U.S.C. Article 7671a(a) or Appendix A 40 C.F.R. Part 82, Subpart A and are repeated below:

CONTROLLED SUBSTANCE

A. Group I:

- *CFC1 1 --Trichlorofluoromethane (CFC-11)
 - * CCl 2 F 2 --Dichlorodifluoromethane (CFC-12)
 - * CCl 2 F-CClF 2 --Trichlorotrifluoroethane (CFC-113)
 - * CF 2 Cl-CClF 2 --Dichlorotetrafluoroethane (CFC-114)
 - *CClF 2 -CF 2 --(Mono)chloropentafluoroethane (CFC-115)
- All isomers of the above chemicals

B. Group II:

- *CF 2 BrCl--Bromochlorodifluoromethane (halon 1211)
 - *CF 2 Br--Bromotrifluoromethane (halon 1301)
 - * C 2 F 4 Br 2 --Dibromotetrafluoroethane (halon 2402)
- All isomers of the above chemicals

C. Group III:

- *CF 3 Cl--Chlorotrifluoromethane (CFC-13)
 - *C 2 FCl 5 --(CFC-111)
 - *C 2 F2Cl4 --(CFC-112)
 - *C3 2FCl 7 --(CFC-211)
 - *C 3F 2Cl 6 --(CFC-212)
 - *C 3 F 3 Cl 5 --(CFC-213)
 - *C 3 F 4Cl4 --(CFC-214)
 - *C 3F5Cl3 --(CFC-215)
 - *C 3 F6Cl2 --(CFC-216)
 - *C 3F7Cl 1--(CFC-217)
- All isomers of the above chemicals

D. Group IV:

- *CCl 4 --Carbon Tetrachloride

E. Group V:

- *C 2 H 3 Cl 3 --1,1,1-Trichloroethane (Methyl chloroform)

14.2. The Contractor shall comply with any environmental laws, regulations, conditions or instructions during the performance of any work under this contract and are incorporated as part of this contract. The Contractor shall use all reasonable means available to protect the

environment and natural resources and where damage occurs the contractor shall be liable to restore the damaged premises.

14.3. The Contractor shall not remove or disturb any historical, archeological, architectural or other cultural artifact, relic, remains or objects. All items having any apparent historical or archaeological interest, which are discovered shall be carefully preserved. The Contractor shall leave any and all the archaeological findings if discovered undisturbed and immediately report the find to the City of Pahokee's authorized agent so that the proper authorities may be notified.

14.4. The Contractor shall not pollute any public waters with any HTW materials including but not limited to fuels, oils, bitumens, calcium chloride, acids, insecticides, herbicides, or other harmful materials. The Contractor shall comply with all applicable Federal, State, County, and Municipal laws concerning pollution of rivers and streams.

14.5. The Contractor shall prevent HTW materials including but not limited to chemicals, fuels, oils, greases, bituminous materials, waste washings, herbicides and insecticides, and concrete waste from entering the rivers and creeks.

14.6. Disposal of any HTW materials, wastes, effluent, trash, garbage, oil, grease, chemicals, etc., shall be disposed of in accordance with all Federal, State and local laws. Waste material which is dumped by the Contractor in unauthorized areas shall be removed and the area restored to the original condition before being disturbed, at the expense of the Contractor.

15.0 FAILURE TO COMPLY

15.1 Failure to comply with the specifications herein will cause the bid to be rescinded and awarded to another bidder. The City reserves the right to add scope at any time not noted in the above referenced documents. The Contractor and the City agree to execute this work at a mutually agreed upon price and time to complete the intend scope of work. No expenses or fines will be refunded for failure to comply with these specifications, applicable codes or laws. Time is of the essence, no additional time will be granted once complete site assessment and the Notice to Proceed (NTP) is issued without approval of the Engineer.

END OF SCOPE OF SERVICE

RESOLUTION 2020 - 20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA APPROVING A PRELIMINARY RESOLUTION TO TERMINATE CITY MANAGER, CHANDLER WILLIAMSON OR IMMEDIATELY SUSPEND THE CITY MANAGER, WITH PAY PURSUANT SECTION 3.03 OF THE CITY OF PAHOKEE'S CODE OF ORDINANCES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Section 3.04 of the City of Pahokee's Charter, the City Manager "shall see that all laws, Charter provisions, ordinances, resolutions, and other acts of the commission subject to enforcement by him are faithfully executed."; and

WHEREAS, the City of Pahokee has been the subject of three (3) recent investigations by the Palm Beach County Office of Inspector General for actions taken by City Manager Williamson deemed to be unlawful by that office; and

WHEREAS, Specifically, the Palm Beach County Office of Inspector General issued a June 2020 Report #2019-0005 relating to Inappropriate Purchasing Card Expenditures by Williamson; a February, 2020 Report #CA-2019-0074 relating to mishandling of matters related to Technomarine Construction, Inc. and Report #2018-004 pertaining to inappropriate handling of Holiday Schedules and Bonus Pay for City employees; and

WHEREAS, on July 28, 2020, the City Commission of the City of Pahokee, Florida, with four City Commissioners voting in favor, voted to exercise the Section 3.03 of the City of Pahokee's Charter pertaining to "Removal"; and

WHEREAS, Section 3.03 of the City Charter states that in order to remove, the Commission “shall adopt a preliminary resolution stating reasons for the intended removal and shall offer the Charter officer an opportunity for public hearing before the commission on the matters raised by the resolution. This preliminary resolution may also suspend the Charter officer from duty immediately with pay. The Charter officer must accept the offer of public hearing or file a written response within ten (10) days of the adoption of the preliminary resolution or the resolution becomes final at the expiration of this ten-day period and the Charter officer is terminated on that date. If the public hearing is requested it shall be held not earlier than twenty (20) days or later than thirty (30) days after the adoption of the preliminary resolution. After such public hearing, or after consideration of any written response, the commission shall adopt a final resolution of removal or let the preliminary resolution lapse.”; and

WHEREAS, the City Commission of the City of Pahokee, Florida finds that it is in the best interest of the City of Pahokee to adopt a Preliminary Resolution in favor of exercising an option specified by Section 3.03 of the City of Pahokee’s Charter.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing whereas clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Preliminary Resolution.

Section 2. Approval of Preliminary Resolution. The City Commission of the City of Pahokee, Florida hereby adopts and approves a Preliminary Resolution to terminate the City Manager OR Immediately suspend the City Manager with pay pursuant to Section 3.03 of the City of Pahokee's Charter.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this ____ day of August 2020

Keith W. Babb, Jr., Mayor

ATTEST:

Interim City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bohlen	_____ (Yes)	_____ (No)
Commissioner Everett	_____ (Yes)	_____ (No)
Commissioner Hill	_____ (Yes)	_____ (No)
Vice-Mayor Murvin	_____ (Yes)	_____ (No)
Mayor Babb	_____ (Yes)	_____ (No)