

CITY OF DANIA BEACH, FLORIDA



FRANK C. 'TOOTIE' ADLER PARK IMPROVEMENTS

CITY INVITATION TO BID ("ITB.") NO. 22-027

ADDENDUM # 4

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

AUGUST 26, 2022

**CITY OF DANIA BEACH, FLORIDA
INVITATION TO BID FOR
“FRANK C. ‘TOOTIE’ ADLER PARK IMPROVEMENTS”
ITB 22-027
ADDENDUM 4**

TO ALL BIDDERS: PLEASE TAKE NOTE OF THE FOLLOWING REVISIONS, ADDITIONS, DELETIONS, CLARIFICATIONS, ETC. RELATIVE TO THE SOLICITATION, WHICH IN ACCORDANCE WITH THE CONTRACT DOCUMENTS SHALL BECOME A PART OF AND HAVE PRECEDENCE OVER ANYTHING SHOWN OR DESCRIBED OTHERWISE.

1. A Bid Bond form is attached to address the display error on the form included in the bid document.
2. An Acknowledgement of Addenda is attached to address the alignment error on the form included in the bid document.

BID BOND

BIDDER

Name

Address

FLORIDA RESIDENT AGENT

Name

Address

Phone Fax

SURETY

Name

Address

OWNER

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
Telephone: (954) 924-6800
Facsimile: (954) 921-2604

PROJECT: FRANK C. 'TOOTIE' ADLER PARK IMPROVEMENTS
ITB No. 22-027

_____	_____	_____	\$ _____
Bid Due Date	Bond Number	Bond Date	Penal Sum

IN WITNESS OF THE FOREGOING, Surety and Bidder, intending to be legally bound, subject to the terms included in this section, do each cause this Bid Bond to be duly executed on its behalf by its respective, authorized officer, agent, or representative.

IDENTITY OF BIDDER

Corporate Name and Seal
(or other Full Legal Name)

Signature

Printed Name and Title

Attest

Attest

IDENTITY OF SURETY
(Attach Power of Attorney)

Corporate Name and Seal
(or other Full Legal Name)

Signature

Printed Name and Title

Attest

Attest

The above addresses shall be used for giving of required notices. Any singular reference to Bidder, Surety, Florida Resident Agent, Owner or other party shall be considered a plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to City upon default of Bidder, the penal sum set forth on the face of this Bond. In no event shall Bidder's and Surety's obligation exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bid and Contract Documents (or any extension of time agreed to in writing by City) a fully executed Agreement, Insurance Agent Statement, all certificates of insurance, and any Performance and Payment Bonds.
3. This obligation shall be null and void if:
 - 3.1 City accepts Bidder's bid and Bidder delivers within the time required by the bidding and contract documents (or any extension of time agreed to in writing by City) the executed Agreement, the Insurance Agent Statement, and the Performance and Payment Bonds, or
 - 3.2 All bids are rejected by City, or
 - 3.3 City fails to issue a Notice of Award to Bidder within the time specified in the ITB documents (or any extension of time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph five (5) below).
4. Payment under the Bid Security Bond will be due and payable upon default by Bidder and within thirty (30) calendar days after receipt by Bidder, and Surety of written notice of default from City's City Clerk, which notice will be given with reasonable promptness, identifying the Bid; Security Bond and the Project, including a statement of the amount due.
5. Surety waives notice of any and all defenses based on, or arising out of, any time extension to issue a Notice of Award agreed to in writing by City and Bidder, provided that the total time for issuing the Notice of Award, including extensions shall not in the aggregate exceed One Hundred Twenty (120) days from the ITB due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph four (4) above is received by Bid and Surety, and in no case later than one (1) year after bid due date.
7. Any suit or action under this Bond shall be commenced only in a Florida court of competent jurisdiction. Any award granted shall not be subject to prejudgment interest.
8. Notices required under this Bid Bond shall be in writing and sent to Bid and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney

evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included in it as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of such statute shall govern and the remainder of this Bond that is not in conflict shall continue in full force and effect.

BID SECURITY

ATTACH BID BOND HERE

ACKNOWLEDGMENT OF ADDENDA

The Bidder acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of the ITB or the Agreement. In the event the Bidder fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by the Bidder.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)