

# **Town of Greenville**

154 SW Old Mission Avenue, PO Box 235, Greenville, Florida 32331

## **GREENVILLE WWTF EXPANSION INVITATION TO BID**

<b>Submittal Deadline</b>	
<b>Day:</b>	<b>Wednesday</b>
<b>Date:</b>	<b>October 22<sup>nd</sup>, 2025</b>
<b>Time:</b>	<b>10:00 A.M.</b>
<b>Location:</b>	Greenville Town Hall
<b>Address:</b>	154 SW Old Mission Avenue, Greenville, Florida 32331

### **MANDATORY PRE-BID CONFERENCE and SITE VISIT**

**Wednesday September 17<sup>th</sup> 2025 @ 2:00 pm**

Town of Greenville City Hall

154 SW Old Mission Avenue, Greenville, Florida 32331

Prepared by:

**Kimley»»Horn**

Felicity Appel, P.E.

850-553-3537

[felicity.appel@kimley-horn.com](mailto:felicity.appel@kimley-horn.com)

## NOTICE TO BIDDERS/OFFERORS

To ensure that your bid/proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Felicity Appel at (850) 553-3500, [felicity.appel@kimley-horn.com](mailto:felicity.appel@kimley-horn.com)

### **Purpose and Project Scope:**

Sealed Bids, subject to the conditions contained herein, will be received by the Town of Greenville, 154 SW Old Mission Avenue, Greenville, Florida 32331, Or By Mail to Post Office Box 235 Greenville, Florida 32331 until 10:00 am local time, October 22<sup>nd</sup> 2025, at which time and place all bids will be publicly opened and read aloud, for the Greenville Wastewater Treatment Facility (WWTF) Upgrade Project. The facility is located at 310 SW Greenville Hills Road, Greenville, Florida 32331 in Madison County (Latitude 30° 27' 5.02"N, Longitude 83° 37' 26.49" W). This project is funded by the Florida Department of Environmental Protection (FDEP).

This project consists of the upgrade and replacement of aging infrastructure at Greenville WWTF to account for increased sewer connections, projected population growth, and revised effluent discharge limits. The scope of this work includes, but is not limited to:

- Modifications of the existing treatment basins
- Construction of a third treatment basin
- Demolition of decommissioned concrete tanks
- New Headworks
- New in plant submersible pumps
- New effluent pump station suction lift pumps,
- Yard Piping and appurtenances

The awarded Contractor will be governed by the Town's terms, conditions, and agreement, as well as the FDEP statutes and regulations and all work must be done in accordance with all exhibits and attachments.

The bid shall remain firm for sixty (60) days after the time of opening.

Attention of bidders is called to the licensing law of Florida. All bidders must comply with all applicable State and local laws concerning licensing, registration, and regulation of contractors doing business in the State of Florida.

The Town of Greenville is an Equal Employment Opportunity, Handicap Accessible, Fair Housing jurisdiction. MBE/WBE/DBE/SECTION 3 firms are encouraged to submit bids. The awarded contractor shall be required to submit documentation of good faith efforts to utilize MBE/WBE/DBE/SECTION 3 firms, and plan to employ, where applicable, eligible Section 3 residents for the proposed project.

The Owner reserves the right to reject any or all bids and to waive informalities in any bid whenever such rejection or waiver is in the best interest of the Owner. Additionally, the Owner

reserves the right to award the contract to any bidder.

**RESPONSES MUST BE SUBMITTED IN A SEALED ENVELOPE AND MUST BE MAILED OR HAND DELIVERED TO THE ADDRESS IN THE BOX BELOW. LATE PROPOSALS WILL NOT BE ACCEPTED.**

**MANDATORY Pre-Bid Conference:**

A pre-bid conference shall be held on **Wednesday September 17<sup>th</sup>, 2025 @ 2:00 pm** local time, at Greenville Town Hall, 154 SW Old Mission Avenue, Greenville, Florida 32331.

**LAST DAY FOR QUESTIONS:**

Any questions are to be submitted via email [felicity.appel@kimley-horn.com](mailto:felicity.appel@kimley-horn.com) no later than **Thursday September 25<sup>th</sup> 2025** by no later than 5:00 pm. Answers to questions received before the deadline will be released via addendum.

**Bid Documents:**

This Bid is composed of the following Exhibits and Attachments which all vendors must review prior to submittal of your firm's response. Specifications and contract documents are available electronically and can be requested from the project engineer. Questions regarding the project should be directed to the Engineer at [felicity.appel@kimley-horn.com](mailto:felicity.appel@kimley-horn.com) or 850-553-3537.

**Exhibits:**

- Exhibit A - Technical Specifications
- Exhibit B – Construction Drawings
- Exhibit C – Geotechnical Report

**Attachments:**

- Attachment A – Bid Forms

Government and State of Florida and bonding and insurance companies.

All bids must be submitted on the Bid Form as furnished in this Specification. The bids must be accompanied by a Public Entity Crime Statement and by a Bid Bond, certified check, or cashier's check, in the amount of five percent (5%) of the Base Bid as a guarantee that the bidder will enter into an agreement with the Owner if his bid is accepted.

**Bid Form**

Firms must use the Bid Form provided as **Attachment A** to submit your firm's Bid Price for this Project.

Firms shall hold the Bid Prices firm throughout the contract period. Firms guarantees response time necessary to have a crew return to correct unfinished or unsatisfactory services.

The Town of Greenville reserves the right to increase, decrease, and/or choose the items and quantities below for the project to meet its available budget using the unit prices provided below.

Proposing firm must completely fill out each column below, unit price and total amount. Not applicable or "N/A" is not acceptable and will cause your firm's response to be determined nonresponsive.

The award will be to the lowest responsive responsible bidder for Total Base Bid Price.

**Contract Terms:**

The term of the Agreement shall be concurrent with the construction of the Project.

The Contractor shall not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the Town.

The submittal responses shall be valid until such time as Town Council awards a contract as a result of this Bid.

The Contract shall remain in effect provided the services rendered by the awarded firm during the contract period are satisfactory and the funding is available as appropriated.

The Town reserves the right, where it may serve the Town of Greenville's best interest, to request additional information or clarification from Proposers. Notwithstanding anything to the contrary contained herein, the Town of Greenville reserves the right to waive formalities in any Bid and further reserves the right to take any other action that may be necessary in the best interest of the Town. The Town further reserves the right to reject any or all Bids, with or without cause, to waive technical errors and informalities or to accept the Bid which in its judgment, best serves the Town of Greenville.

**Contract Time:**

This contract shall have one (1) Notice to Proceed letters issued as follows:

- Notice to Proceed (NTP No.1) for Six Hundred (600) CALENDAR DAYS - The Contractor is required to complete all activities necessary to mobilize and commence the construction. These activities shall include, but not be limited to, obtain all permits required for starting the construction from regulatory permitting agencies (County, State and Federal agencies); procure all material and secure all equipment needed for starting the construction; submit all necessary shop drawings and obtain all approvals from the Engineer of Record necessary to start the construction. The work shall be substantially completed within Five Hundred and Seventy (570) calendar days from the Project Initiation Date specified in NTP No. 1 and final completion and ready for final payment Six Hundred (600) calendar days from the Project Initiation Date specified in NTP No. 1. The Town's Manager and Engineer will coordinate the contract start time through the Notice to Proceed letters.
- Ligated Damages will be \$200/day for each day past the contract completion schedule listed above.

**BID SUBMITTAL FORMAT:**

Items 1-8 represent the format which firms must follow when submitting responses to the Bid.

1. Title Page: Provide the Bid # and title, the firm(s) name(s); the name, address, telephone number and email of the contact person; and the date of the proposal. Only one (1) contact person is to be provided as the contact and will be contacted by the Town. If the proposed submittal is made up of more than one (1) firm, provide only one (1) contact person for the entire response.
2. Bid Price Sheet
3. Security Bid Bond 5%
4. Required Forms
  - a. Non-Collusion Affidavit,
  - b. Required Disclosure,
  - c. Trench Safety Act Form,
  - d. Drug-Free workplace Form
  - e. Original Bid Form (marked "Original") & 3 complete copies with all attachments
  - f. Licenses
  - g. Current W9

**SECURITY BID BOND 5%:**

Each proposer must provide with the submission of their Proposal a Security Bid Bond issued by a surety company licensed to do business in the state in an amount equal to five percent (5%) of the bid price submitted. A firm shall forfeit the Security Bid Bond if the firm refuses or fails to execute the Agreement within thirty days (30) calendar days from the Notice of Award.

**PERFORMANCE AND LABOR MATERIALS PAYMENT BOND:**

A Performance and Labor Materials Payment Bond in an amount equal to one hundred (100%) percent of Total Contract amount awarded must be submitted by the Awarded Contractor within thirty (30) days after receipt of Notification of Award. The Notification of Award is the day Council meeting is held to award the contract. An original Performance and Labor Materials Payment Bond must be provided in an amount equal to 100% of the Contract price issued by a surety company licensed to do business in the State of Florida. (F.S. 255.05). On approval of any Contract change increasing the Contract price, Contractor shall ensure that the performance bond and payment bond are increased so that each reflects the total Contract price as increased. The performance and payment bond must be recorded with Madison County prior to submitting to the Town.

**LICENSING REQUIREMENTS:**

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

1. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county, or municipal agencies having jurisdiction over the specified construction work.
2. Said licenses shall be in the Bidder's name as it appears on the Official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of proper licensing, certification and registration shall be grounds for rejection of the bid.
3. Bidder shall provide copies of all applicable licenses with their Bid Proposal.

4. Subcontractors contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the Town. Said license must be in the name of the subcontractor listed on Subcontractor/Supplier Page, herein.

**DRUG-FREE WORKPLACE FORM:**

The Drug-Free Workplace Form is attached and shall be completed and submitted with your bid.

**PUBLIC ENTITY CRIME STATEMENT (FS 287.133):**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or any entity in excess of the threshold amount provided in Florida State Statutes Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**ATTACHMENT A – BID FORM**

**To the Town of Greenville, Florida**

The Undersigned, hereinafter called "Bidder", having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully the Contract Form, General Conditions, Supplementary Conditions, Plans and Specifications and other Contract Documents, with the Bond requirements herein, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of: **Greenville WWTF Upgrade Project** in full accordance with the drawings and specifications prepared in accordance with the Contract Documents and, if awarded the Contract, to complete the said work within the time limits specified for the following ESTIMATED TOTAL BASE BID.

It is understood that this is a unit price Contract and the resultant Contract will contain estimated quantities, unit prices, extended totals and that the Estimated Total Base Bid is the sum of all pay item totals from the Bid Tab below.

The Contract resulting from this solicitation is based on estimated quantities. The contractor shall only be paid for materials installed in the work in accordance with the applicable unit prices for the specific work element (line item). No payment shall be made for excess materials delivered to the jobsite and not incorporated into the work. Therefore, it shall be the contractor's responsibility to determine the quantities of materials necessary to perform the project to its completion.

**ESTIMATED TOTAL BASE BID:**

\_\_\_\_\_ DOLLARS  
(In Words)  
\$ \_\_\_\_\_

In the event the Contract is awarded to this Bidder, they will enter into a formal written agreement with the Town in accordance with the accepted bid within ten (10) calendar days after said Contract is submitted to them and will furnish to the Town a Contract Payment and Performance Bond with good and sufficient sureties, satisfactory to the Town, in the amount of 100% of the accepted bid. The Bidder further agrees that in the event of the Bidder's default or breach of any of the agreements of this proposal, the said bid deposit shall be forfeited as liquidated damages.

**Failure of the Bidder to provide pricing for all unit priced items shall be cause for rejection of the bid as non-responsive.**

<b>Pay Item No.</b>	<b>Pay Item Description</b>	<b>Units</b>	<b>Qty.</b>	<b>Unit Cost</b>	<b>TOTAL</b>
1	Mobilization (8% Max)	LS	1		
2	Temporary Erosion, Sedimentation, and Water Pollution Control	LS	1		
3	Demolition of Existing Piping and Conduit	LS	1		
4	Demolition of Existing Concrete Tanks	LS	1		
5	Demolition of Sludge Drying Beds	LS	1		
6	4" Black Steel Pipe and Bends	LF	20		
7	6" Black Steel and Pipe Bends	LF	40		
8	6" Galvanized Black Steel Pipe and Bends	LF	80		
9	3" DIP Flanged Pipe and Bends	LF	5		
10	4" DIP Flanged Pipe and Bends	LF	110		
11	6" DIP Flanged Pipe and Bends	LF	55		
12	8" DIP Flanged Pipe and Bends	LF	13		
13	10" DIP Flanged Pipe and Bends	LF	10		
14	3" DIP MJ Pipe and Bends	LF	105		
15	4" DIP MJ Pipe and Bends	LF	40		
16	6" DIP MJ Pipe and Bends	LF	195		
17	8" DIP MJ Pipe and Bends	LF	95		
18	1" SCH 40 PVC Pipe and Bends	LF	115		
19	3" SCH 40 PVC Pipe and Bends	LF	165		
20	4" SCH 40 PVC Pipe and Bends	LF	162		
21	6" SCH 40 PVC Pipe and Bends	LF	265		
22	6" SCH 40 PVC Pipe and Bends	LF	266		
22	2x12" DIP Gate Valve	EA	1		
23	Hose Bib	EA	1		

<b>24</b>	Flow Meter Magnetic McCrometer	EA	1		
<b>25</b>	1" PVC Ball Valve	EA	1		
<b>26</b>	4" Butterfly Valve	EA	5		
<b>27</b>	6" Globe Check Valve	EA	4		
<b>28</b>	3" Swing Check Valve	EA	3		
<b>29</b>	3" Plug Flange	EA	2		
<b>30</b>	4" Plug Flange	EA	2		
<b>31</b>	6" Plug MJ	EA	6		
<b>32</b>	Magnetic Flow Meter	EA	1		
<b>33</b>	Blower Foundation Slab	CF	115		
<b>34</b>	Sludge Pump Foundation Slab	CF	45		
<b>35</b>	Treatment Basin Foundation Slab	CF	2145		
<b>36</b>	Backflow preventer	EA	1		
<b>37</b>	Effluent Pumps (Vertical Turbine)	EA	2		
<b>38</b>	In Plant Submersible Grinder Pump	EA	2		
<b>39</b>	Sludge Pumps	EA	2		
<b>40</b>	Site Electrical	LS	1		
<b>41</b>	Site Restoration	LS	1		
<b>42</b>	Chain-Link Fence	LF	925		
<b>43</b>	Man Gate	EA	1		
<b>44</b>	16" Cantilever Gate	EA	1		
<b>45</b>	Relocate Water Meter	EA	1		
<b>46</b>	6" Gravel Access Road	SY	300		
<b>47</b>	Installation of Owner Purchased Items	LS	1		
<b>TOTAL BID PRICE</b>					

The Bidder hereby agrees that there is attached:

- 1. Non-Collusion Affidavit, Yes \_\_\_
- 2. Required Disclosure, Yes \_\_\_
- 3. Trench Safety Act Form, Yes \_\_\_
- 4. Drug-Free workplace Form Yes \_\_\_
- 5. Bid Bond on Form in Exhibit 1 or Cashier's Check (5% of Base Bid) Yes \_\_\_
- 6. Original Bid Form (marked "Original") & 3 Yes \_\_\_  
complete copies with all attachments
- 7. Licenses Yes \_\_\_
- 8. Current W9 Yes \_\_\_

**ACKNOWLEDGEMENT OF ADDENDA**

The Bidder shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_  
 \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

If awarded this construction Contract, the Bidder agrees to complete the work covered by this Contract as follows:

- 1. Work shall start at the project site within fifteen (15) days of the effective date of the Notice to Proceed.
- 2. Substantially complete in 540 consecutive calendar days from date of Official Notice to Proceed.
- 3. Final completion in 600 consecutive calendar days from date of Official Notice to Proceed.
- 4. Should the Successful Bidder fail to complete work as specified, the liquidated damage clause will apply (Part E, Contract).

The Bidder hereby agrees that the Town reserves the right to waive informalities in any bid and to reject any or all bids, or to accept any bid that in its judgment will be for the best interest of the Town.

**FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD CERTIFICATION:**

\_\_\_\_\_  
(NAME OF HOLDER) (CERTIFICATE NO.)

\_\_\_\_\_  
(SIGNATURE OF BIDDER) (CERTIFICATE EXPIRATION DATE)

\_\_\_\_\_  
(NAME PRINTED)

**IDENTIFICATION OF BUSINESS ORGANIZATION:**

Complete and submit the following information:

Type of Organization

{ } Sole Proprietorship { } Partnership { } Joint Venture { } Corporation

State of Incorporation: \_\_\_\_\_

Principal Place of Business (Florida Statute Chapter 607):

\_\_\_\_\_ City/County/State

**THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS**

**AUTHORIZED SIGNATORIES/NEGOTIATORS**

The bidder or proposer represents that the following principals are authorized to sign and/or negotiate Contracts and related documents to which the bidder or proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number	E-Mail Address
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

IN WITNESS WHEREOF, THE BIDDER HAS HEREUNTO SET HIS SIGNATURE AND AFFIXED HIS SEAL THIS DAY OF \_\_\_\_\_, 20\_\_.

BY \_\_\_\_\_ (SEAL)

TITLE: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME AND TITLE

FEDERAL I.D.# \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Town of Greenville, Florida and that it will be relied upon by said Town, in any consideration which may give to and any action which it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of,

\_\_\_\_\_ (Name of Corporation, Partnership, Individual, etc.)

A \_\_\_\_\_, formed under the laws of \_\_\_\_\_ of which he is

\_\_\_\_\_ (Sole Owner, Partner, President, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the Town, also that no head of any department or employee therein, or any officer of Town of Greenville, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

\_\_\_\_\_  
(AFFIANT)

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Public (SEAL) Notary

\_\_\_\_\_ (Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_ Type of Identification: \_\_\_\_\_

**REQUIRED DISCLOSURE**

The following Disclosure is of all material facts pertaining to any felony or civil conviction or any pending felony or civil charges in the last three (3) years in this State or any other State of the United States against 1) Bidder, 2) any business entity related to or affiliated with bidder, or 3) any present or former executive employee, officer, director, stockholder, partner or owner of bidder or of any such related or affiliated entity. This Disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty percent (20) or less of the outstanding shares of a bidder whose stock is publicly owned and traded.

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BIDDER

**COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA)**

Bidder hereby acknowledges that all costs for complying with the Florida Trench Safety Act are included in the various items of the Total Estimated Base Bid or Lump Sum Bid. For informational purposes only, the Bidder is required to further identify these costs in the summary below.

TRENCH SAFETY MEASURE DESCRIPTION	UNIT OF MEASURE	UNIT/QUANTITY	UNIT COST	EXTENDED COST

**TOTAL:** \_\_\_\_\_

THIS IS NOT A PAY ITEM: The purpose of this form is to gather information on the costs associated with trench safety measures and to ensure that the Bidder has considered these costs and included them in the Total Estimated Base Bid or Lump Sum Bid. Contractor will not receive additional payment if actual quantities differ from those estimated or if the Contractor uses a safety measure different than those listed.

(Failure to complete this form may result in the Bid being declared non-responsive.)

**DRUG-FREE WORKPLACE (F.S. 287.087)**

Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

To have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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.

**Vendor Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

We have a drug-free workplace program: \_\_\_\_\_ yes or \_\_\_\_\_ no

**Vendor Signature:** \_\_\_\_\_

**BID BOND**

**BOND NUMBER** \_\_\_\_\_

STATE OF FLORIDA  
(COUNTY OF MADISON)

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held firmly bound unto Madison County, Florida, in the penal sum of: \$ \_\_\_\_\_ Dollars **(Five percent {5%}of base bid if no amount entered) (Total Sum Written in Words)** lawful money of the United States, for the payment of which sum well and truly to be made, we bound ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that whereas the Principal has submitted the attached Bid, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2025, for a Contract entitled: Greenville WWTF Upgrade Project. **NOW THEREFORE**, if the Principal shall withdraw said Bid prior to the date of opening the same, or shall within ten (10) days after the prescribed forms are presented to him for signature, enter in a written Contract with Madison County, Florida, in accordance with the Bid as accepted, and give a Performance Bond and a Payment Bond with good and sufficient Surety or sureties as may be required, for the faithful performance and proper fulfillment of such Contract and for prompt payment of all persons furnishing labor or materials in connection therewith, or in the event of the failure to enter into such Contract and give such Bonds within the time specified, if the Principal shall pay the County the difference between the amount specified in said Bid and the amount for which the County may procure the required work and/or supplies, provided the latter amount to be in excess of the former, then the above obligations shall be void and of no effect; otherwise to remain in full force and virtue.

**IN WITNESS WHEREOF**, the above written parties have executed this instrument under their several seals this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, the name and corporate seal of each corporate party being affixed, and these presents duly signed by its undersigned, pursuant to authority of its governing body.

**CONTRACTOR-PRINCIPAL:**

**SURETY:**

\_\_\_\_\_  
BUSINESS ENTITY

\_\_\_\_\_  
NAME OF SURETY

\_\_\_\_\_  
SIGNATURE  
(SEAL)

\_\_\_\_\_  
SIGNATURE: SURETY AGENT  
(SEAL)

\_\_\_\_\_  
NAME AND TITLE

\_\_\_\_\_  
TYPE NAME AND TITLE

\_\_\_\_\_  
ADDRESS BUSINESS ADDRESS BUSINESS  
\_\_\_\_\_  
TELEPHONE TELEPHONE

NAIC NUMBER: \_\_\_\_\_

Cont'd. Licensed Florida Insurance Agent? Yes \_\_\_\_\_ No \_\_\_\_\_

License Number: \_\_\_\_\_

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

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

CITY OF \_\_\_\_\_

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

\_\_\_\_\_

to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for \_\_\_\_\_ as Surety, and that he has been authorized by said Surety to execute the foregoing Bid Bond on behalf of the Principal (Contractor) named therein in favor of the owner.

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public

\_\_\_\_\_

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_ Type of Identification: \_\_\_\_\_

**PERFORMANCE BOND**

**BOND NUMBER** \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Corporation, Partnership or Individual \_\_\_\_\_

hereinafter referred to as the Contractor, as Principal, and

Name of Surety \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

hereinafter called SURETY, as SURETY, are held and firmly bound unto Madison County a Political Subdivision of the State of Florida as Obligee, hereinafter referred to as Owner, in the full and just sum of \$ \_\_\_\_\_, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Contractor and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into Contract No. \_\_\_\_\_ with the "Town", also referred to herein as the OWNER, for the project entitled: Greenville WWTF Upgrade Project, at various locations throughout the Town of Greenville, FL with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purpose of explaining this bond.

General description of the Work: This project consists of the upgrade and replacement of aging infrastructure at Greenville WWTF, expanding the facilities annual average daily flow design (AAFD) capacity and ensuring the plant is in compliance with new permit effluent limits. The facility is located at latitude 30° 27' 5.02"N, longitude 83° 37' 26.49" W on 310 SW Greenville Hills Road, Greenville, Florida 32331 in Madison County.

NOW, THEREFORE, the condition of this obligation is such that if Contractor shall fully, promptly and faithfully perform said Contract and all obligations thereunder, including all obligations imposed by the Contract documents (which includes the Notice to Bidders, Instruction to Bidders, Proposal and Bid Form, General and Supplementary Conditions, Detail Specifications, Form(s) of Contract Bond(s), Plans and Specifications and such amendments thereof as may be made as provided for therein), then this obligation shall be void; otherwise it shall remain in full force and effect.

1. The undersigned shall indemnify and save harmless said Owner against and from all costs, expenses, and damages, including litigation costs and attorney's fees arising out of, or in connection with the neglect, default or want of care or skill, including patent infringement

on the part of said Contractor, his agents, servants or employees in the execution or performance of said Contract.

**The applicable provisions of Section 255.05 and 713.01 Florida Statutes apply to this bond. E-7 2.**

2. Whenever the Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the SURETY may promptly remedy the default or shall promptly:
  - a. Complete the Contract in accordance with its terms and conditions; or
  - b. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by SURETY of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the SURETY jointly of the lowest responsible bidder, arrange for a Contract between such bidder and the Owner. SURETY shall make available as the work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the costs of completion, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof.
3. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes shall not affect SURETY'S obligation under this bond. Any increase in the total Contract amount as authorized by the Owner shall accordingly increase the SURETY'S obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to SURETY of all such changes.
4. The undersigned expressly acknowledges its obligations and liabilities for liquidated damages suffered by the Owner under the provisions of the Contract Documents.
5. The undersigned, covenant and agree that no change, extension of time, exercise of options for Contract renewals, changes to Contract amounts, alterations or additions to the terms of the Contract or the work to be performed thereunder, or the specifications accompanying the same shall in any way affect their obligation on this bond, and the SURETY does hereby expressly waive notice of any such change, extension of time, change to Contract amount, alteration, or addition. Moreover, no alterations or additions to this bond form shall be binding unless specifically agreed to in writing by the parties.
6. The Contractor shall save the Owner harmless from all damages, expenses and costs which may arise by virtue of any defects in said work or materials within a period of one (1) year from the date of Final Completion of the Project.

Signed and sealed this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CONTRACTOR-PRINCIPAL:**

**SURETY:**

\_\_\_\_\_  
BUSINESS ENTITY

\_\_\_\_\_  
NAME OF SURETY

\_\_\_\_\_  
SIGNATURE  
(SEAL)

\_\_\_\_\_  
SIGNATURE: SURETY AGENT  
(SEAL)

\_\_\_\_\_  
NAME AND TITLE

\_\_\_\_\_  
TYPE NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
TELEPHONE

NAIC NUMBER: \_\_\_\_\_

Cont'd. Licensed Florida Insurance Agent? Yes \_\_\_\_\_ No \_\_\_\_\_

License Number: \_\_\_\_\_

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

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

CITY OF \_\_\_\_\_

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

\_\_\_\_\_

to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for \_\_\_\_\_ as Surety, and that he has been authorized by said Surety to execute the foregoing Bid Bond on behalf of the Principal (Contractor) named therein in favor of the owner.

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_ Type of Identification: \_\_\_\_\_

**PAYMENT BOND**

**BOND NUMBER** \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that

**Name of Contractor** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Corporation, Partnership or Individual** \_\_\_\_\_

Thereinafter called Contractor, as Principal, and

**Name and Address of Surety** \_\_\_\_\_ hereinafter called SURETY, as SURETY, are held and firmly bound unto Madison County, a Political Subdivision of the State of Florida as Obligee, in the full and just sum of \$ \_\_\_\_\_, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Contractor and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into Contract No. \_\_\_\_\_ with the "Town", also referred to herein as the OWNER, for the project entitled: GREENVILLE WWTF UPGRADEPROJECT in the Town of Greenville, FL with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purpose of explaining this bond.

General description of the Work: This project consists of the upgrade and replacement of aging infrastructure at Greenville WWTF, expanding the facilities annual average daily flow design (AAFD) capacity and ensuring the plant is in compliance with new permit effluent limits. The facility is located at 310 SW Greenville Hills Road, Greenville, Florida 32331 in Madison County (latitude 30° 27' 5.02"N, longitude 83° 37' 26.49" W).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS such that if Contractor shall promptly make payments to all claimants for any and all labor and material used or reasonably required for use or furnished in connection with the performance of said Contract, and shall perform all other covenants and obligations of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

1. The undersigned shall promptly make payment to all persons supplying services, labor, material or supplies used directly or indirectly by said Contractor, or any subcontractor(s) or sub-subcontractor(s), in the prosecution of the work provided for in said Contract.
2. Subject to the Owner’s priority, claimants covered by Section 713.01 of the Florida Statutes shall have a direct right of action against the Principal and SURETY under this obligation, after written notice of the performance of labor or delivery of materials or supplies, and non-payment therefore. Any claimant who seeks to recover against the Principal or SURETY under this obligation must also satisfy the notice requirement and time limitations of Section 255.05 of the Florida Statutes, as amended.

3. The undersigned, covenant and agree that no change, extension of time, exercise of options for Contract renewals, change to Contract amounts, alterations or additions to terms of the Contract or the work to be performed thereunder, or the specifications accompanying the same shall in any way affect their obligation on this bond and the SURETY does hereby expressly waive notice of any such change, extension of time, exercise of options for Contract renewal, changes to Contract amount, alternations or additions. Moreover, no alterations or additions to this bond form shall be binding unless specifically agreed to in writing by the parties. **The applicable provisions of Sections 255.05 and Florida Statutes apply to this bond.**
4. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes shall not affect SURETY'S obligation under this bond. Any increase in the total Contract amount as authorized by the Owner shall accordingly increase the SURETY'S obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to SURETY of all such changes.

Signed and sealed this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CONTRACTOR-PRINCIPAL:**

**SURETY:**

	NAME OF
BUSINESS ENTITY	NAME OF SURETY
SIGNATURE	SIGNATURE: SURETY AGENT
(SEAL)	(SEAL)
	TYPE
NAME AND TITLE	TYPE NAME AND TITLE
	BUSINESS
ADDRESS	BUSINESS ADDRESS
	TELEPHONE
TELEPHONE	

NAIC NUMBER: \_\_\_\_\_

Cont'd. Licensed Florida Insurance Agent? Yes \_\_\_\_\_ No \_\_\_\_\_

License Number: \_\_\_\_\_

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

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

CITY OF \_\_\_\_\_

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

\_\_\_\_\_

to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

\_\_\_\_\_

as Surety, and that he has been authorized by said Surety to execute the foregoing Bid Bond on behalf of the Principal (Contractor) named therein in favor of the owner.

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_ Type of  
Identification: \_\_\_\_\_