



North Bay Village

Invitation to Bid

Sidewalk and ADA Improvements

ITB 2020-004



North Bay Village

Invitation to Bid ITB 2020-004

Sidewalk and ADA Improvements

NOTICE: Pursuant to North Bay Village Procurement Ordinance, sealed bids for consideration to provide the services detailed in the scope of services listed below shall be electronically received by:

www.demandstar.com

Elizabeth Carrino, Procurement Manager

Time: By 10 AM

Date: Friday, August 14, 2020.

The submittals shall be clearly titled:

“Sidewalk and ADA Improvements – ITB 2020-004”

All bids shall be publicly opened, via Zoom, and recorded:

Time: By 10:05 AM

Date: Friday, August 14, 2020.

Meeting ID: 872 4585 9303

Password: 199204

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

<https://us02web.zoom.us/j/87245859303?pwd=blqwnXh0R1VaNytrTjRUT3BXc1I3QT09>

Late submittals shall not be accepted or considered. A non-mandatory pre-bid conference shall be held on Wednesday, July 29, 2020 at 10:00 AM via Zoom.

If you have any questions in regards to this matter, please email ecarrino@nbvillage.com.

The Village reserves the right to accept any proposal deemed to be in the best interest of the Village or to waive any informality in any submittal. The Village may reject any or all proposals and re-advertise.

Respondents are to submit via electronically through www.demandstar.com. See instructions below.

Responding to an Electronic Bid

5 Step Instructions

Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name

The screenshot shows a procurement portal interface. At the top, there are navigation tabs: 'Board', 'Bids', 'Quotes', 'Coming Soon! Activities', 'Coming Soon! Messages', and 'Responses'. Below the tabs is a dark blue header bar. Underneath, there is a yellow arrow-shaped button labeled 'Bids'. To the right of this button is a 'Sort By' dropdown menu set to 'Due Date'. The main content area displays a list of bid items. A red arrow points to the first item, 'TSEBIDVINO24JAN01'. Each item has an 'Active' status indicator in a yellow box. The first item details include: 'City of Fort Pierce - Purchasing Department, Fort Pierce, AZ', 'ID: BID-TSEBIDVINO24JAN01-0-2020/al', 'Broadcast: 1/24/2020', 'Due: 3/1/2020', 'Planholders: 3', and a 'Watch' button. The second item is 'AA-BB-CC-DD-EE' with details: 'agency2.0, Texas, FL', 'ID: EBID-001-946-00-0-2020/AD', 'Broadcast: 2/4/2020', 'Due: 2/29/2020', 'Planholders: 0', and a 'Watch' button. The third item is 'TESTBID' with details: 'agency2.0, Texas, FL'.

Solicitation Name	Status	Agency	ID	Broadcast	Due	Planholders	Watch
TSEBIDVINO24JAN01	Active	City of Fort Pierce - Purchasing Department, Fort Pierce, AZ	BID-TSEBIDVINO24JAN01-0-2020/al	1/24/2020	3/1/2020	3	Watch
AA-BB-CC-DD-EE	Active	agency2.0, Texas, FL	EBID-001-946-00-0-2020/AD	2/4/2020	2/29/2020	0	Watch
TESTBID	Active	agency2.0, Texas, FL					

Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”

TESTBID Active

Bid Details

Agency Name	agency2.0
Bid Writer	agency2.0 d
Bid ID	EBID-123456-0-2020/AD
Bid Type	EBID - E-BID
Broadcast Date	02/06/2020 9:40 AM Eastern
Fiscal Year	2020
Due	02/29/2020 11:00 PM Eastern
Bid Status Text	BID STATUS

Scope of Work

Scope to Work

Documents

Filename	Type	Date Modified	Status
fer	Attachment	02/06/2020	Complete

Distribution Info

Bid Bond	None
Plan (blueprint)	None
E-Bidding	Submit
Distributed By	DemandStar
Distribution Method	Download and Mail
Distribution Options	Bid has no blueprints associated with it
Project Estimated Budget	\$120,000.00
Distribution Notes	None

Publications

[View Legal Ad](#)

Pre-Bid Conference

No Pre-Bid Conference Date Found

Commodity Code

[001-946-00] FINANCIAL SERVICES

[Submit E-Bid Proposal](#)

Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”

If there is not a total bid amount in your submission, please put “0”

Example: a request for qualifications opportunity may not require a bid amount so vendors will input “0” under “Bid Amount”

DEMANDSTAR Dashboard Bids Quotes Coming Soon! Activities Coming Soon! Messages Responses Robyn Gallardi

Home > Bids > TESTBID > My Ebid Response Save & Finish Later Cancel

Bid Details

Agency Name agency2.0
Bid Number EBID-123456-0-2020/AD
Bid Due Date 02/29/2020 (PST)
Bid Opening 23 days, 04 hours, 23 minutes, 54 seconds Remaining
Bid Name TESTBID

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

E-Bid Response

Contact Information

Company Name
Calgon Carbon Corporation

Address 1
P. O. Box 717

Address 2
Address 2 (optional)

City
Pittsburgh

Country
United States of Ame...
State/Province
Pennsylvania

County
Select...
Postal Code
15230-0717

Phone Number
4127876810
Extension
Extension (optional)

Bid Amount
127,000 Invalid
Alternate Bid Amount
Alternate Bid Amount (optional)

Notes
For the full 6 month contract (optional)

6

Next

Step 4

After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to be uploaded separately.

TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

The screenshot displays the DEMANDSTAR E-Bid Response interface. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Activities', 'Messages', and 'Responses'. The user 'Robyn Gallardi' is logged in. The breadcrumb trail shows 'Home > Bids > TESTBID > My Ebid Response'. The main content area is titled 'E-Bid Response' and is divided into two columns.

Bid Details:

- Agency Name: agency2.0
- Bid Number: EBID-123456-0-2020(AD)
- Bid Due Date: 02/29/2020 (PST)
- Bid Opening: 23 days, 04 hours, 17 minutes, 21 seconds Remaining
- Bid Name: TESTBID

E-Bid Progress:

- Contact Information (Completed)
- Documents Upload (Current Step)
- Review Bid (Upcoming)

Agency Accepted File Formats:

- Adobe Acrobat (*.PDF)
- AutoCAD Drawing (*.DWG)
- AutoCAD Drawing Web Format (*.DWF)
- GIF Image (*.GIF)
- JPEG Image (*.JPG)
- Microsoft Excel (*.XLS)
- Microsoft Excel (*.XLSX)
- Microsoft PowerPoint (*.PPT)
- Microsoft Word (*.DOC)
- Microsoft Word (*.DOCK)
- Plain Text (*.TXT)
- Plot file (*.PLT)
- Rich Text Format (*.RTF)
- TIFF Image (*.TIF)
- WordPerfect (*.WPD)
- ZIP Compressed Archive (*.ZIP)

Required Documents:

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	None	Choose a file

Supplemental Documents:

You can upload additional documents here.

Document Title:

Step 4 continued

TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

E-Bid Response

Bid Details

- Agency Name: agency2.0
- Bid Number: EBID-123456-0-2020/KD
- Bid Due Date: 02/25/2020 (PST)
- Bid Opening: 19 days, 13 hours, 28 minutes, 21 seconds Remaining
- Bid Name: TESTBID

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

Agency Accepted File Formats

- Adobe Acrobat (*.PDF)
- AutoCAD Drawing (Web Format (*.DWG))
- JPEG Image (*.JPG)
- Microsoft Excel (*.XLSX)
- Microsoft Word (*.DOC)
- Plain Text (*.TXT)
- Rich Text Format (*.RTF)
- WordPerfect (*.WPO)
- AutoCAD Drawing (*.DWG)
- GIF Image (*.GIF)
- Microsoft Excel (*.XLS)
- Microsoft PowerPoint (*.PPT)
- Microsoft Word (*.DOCX)
- Plot File (*.PLOT)
- TIFF Image (*.TIFF)
- ZIP Compressed Archive (*.ZIP)

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	Electronic/Online	Service Doc agency2.0.TXT

Supplemental Documents

You can upload additional documents here.

Document Title: Add Document

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	Electronic/Online	Service Doc agency2.0.PDF
References	Electronic/Online	References.PDF
Plans	<input type="text" value="Online/Electronic"/>	<input type="button" value="Choose a file"/>

Previous Upload

Step 5

Review Your E-Bid Response, and if everything is correct, then press “Submit Response”

You are done! And the government to which you’ve submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

The screenshot displays the DEMANDSTAR web application interface. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Activities', 'Messages', and 'Responses'. The user is logged in as 'Robyn Gallardi'. The main content area is titled 'Review Your E-Bid Response' and contains the following sections:

- Bid Details:**
 - Agency Name: agency2.0
 - Bid Number: EBID-123456-0-2020AD
 - Bid Due Date: 02/29/2020 (PST)
 - Bid Opening: 23 days, 04 hours, 10 minutes, 47 seconds Remaining
 - Bid Name: TESTBID
- E-Bid Progress:**
 - Contact Information
 - Documents Uploaded
 - Review Bid
- Contact Info:**
 - Company Name: Calgon Carbon Corporation
 - Address 1: P.O. Box 717
 - Address 2:
 - City: Pittsburgh
 - State: Pennsylvania
 - Country: United States of America
 - Postal Code: 15200-0717
 - Phone Number: 4127876810
 - Tax:
 - Bid Amount: 3127,000.00
 - Alternate Bid Amount:
 - Notes: For the full 6 month contract
- Agency Required Documents:**
 - Service Doc agency2.0(Electronic/Online)
- Supplemental Documents:**
 - References(Electronic/Online)

Below these sections, a grey box contains the following text:

After clicking "Submit Response" the following process will begin:

1. We will verify that your response is complete as entered.
2. You will see a confirmation page with your confirmation number and date/time stamp of your upload.
3. You will receive a confirmation e-mail indicating a successful response submittal.
4. You may track your response submission under the Responses page.

If you do not receive any of the above, please call Supplier Services at (202) 940-0005.

At the bottom of the page, there are two buttons: 'Previous' and 'Submit Response'. A red arrow points to the 'Submit Response' button.

PROJECT OVERVIEW

North Bay Village desires to retain the services of a qualified General Contractor and / or Miami- Dade County Certified Engineering Contractor for the purpose of milling and resurfacing of bituminous paving at various locations within North Bay Village and miscellaneous right of way improvements. Through the Invitation to Bid (ITB) process described herein, licensed and certified General Contractors and/or Miami-Dade County Certified Engineering Contractors interested in assisting the Village with the provision of such services must prepare and submit a bid packet in accordance with the procedure and schedule of this ITB. The Village will review submittals only from those contractors that submit an ITB packet which includes all the information required to be included as described herein.

The Village intends to award a contract for **“Sidewalk and ADA Improvements – ITB 2020-004”** to the contractor that: possesses qualified man power, equipment, administrative capabilities to provide the proposed services, possesses previous experience on this type of work and provides the best offer and prices deemed to be in the greatest benefit to the Village.

A copy of the complete bid package may be obtained from the North Bay Village website, www.northbayvillage-fl.gov by clicking on the under Business tab menu. Select the “Bids (RFP’s & RFQ’s)” link. It is important that you click on the “register and download” hyperlink to access the entire document. Please note that a brief registration process is required prior to download. Once registered you will receive an activation code that will grant you access to the documents.

All questions or comments should be directed to the following email: ecarrino@nbvillage.com Inquiries must reference **“Sidewalk and ADA Improvements – ITB 2020-004”** in the subject line. No phone calls will be accepted in reference to this ITB. Any communications regarding matters of clarification must be made in writing to the email address listed above. In the event that it become necessary to provide additional clarifying data or information that revises any part of this ITB, supplements or revisions will be made available via written addendum.

North Bay Village reserves the right to accept any bid deemed to be in the best interest of the Village or to waive any informality in any bid. The Village may reject any or all bids and re-advertise.

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SCHEDULE OF EVENTS

ITB 2020-004 Available on www.demandstar.com and https://northbayvillage-fl.gov/bids	Wednesday, July 15, 2020
Non-Mandatory Pre-bid Meeting via Zoom:	10:00 AM, Wednesday, July 29, 2020 Meeting ID: 872 4585 9303 Password: 199204 Dial by your location +1 312 626 6799 US (Chicago) +1 929 205 6099 US (New York)
Deadline for Written Questions:	10:00 AM, Monday, August 10, 2020
Deadline for Submittal via www.demandstar.com	10:00 AM, Friday, August 14, 2020
Proposal Opening via Zoom:	10:05 AM, Friday, August 14, 2020 Meeting ID: 872 4585 9303 Password: 199204 Dial by your location +1 312 626 6799 US (Chicago) +1 929 205 6099 US (New York)

END OF SECTION

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SOLICITATION RESPONSE FORM GENERAL

INFORMATION WORKSHEET

BUSINESS ENTITY AFFIDAVIT (VENDOR/BIDDER DISCLOSURE)

AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT

CONE OF SILENCE CERTIFICATION

PROPOSER'S CERTIFICATION

ITB SIGNATURE FOR SOLE PROPRIETOR OR PARTNERSHIP

ITB SIGNATURE PAGE FOR CORPORATION

DOMESTIC PARTNERSHIP CERTIFICATION

SECTION 00010 – ATTACHMENTS
EXHIBIT A
MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability	
Bodily Injury & Property Damage Liability	
Each Occurrence	\$2,000,000
Policy Aggregate (Per Project/Job)	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$2,000,000

B. Endorsements Required

North Bay Village listed as an additional insured
Contingent & Contractual Liability
Premises and Operations Liability
Primary Insurance Clause Endorsement
Explosion, Collapse & Underground Hazard

II. Business Automobile Liability

A. Limits of Liability	
Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including hired and Non Owned Autos	
Any One Accident	\$2,000,000

B. Endorsements Required

North Bay Village listed as an additional insured

III. Workers Compensation

Statutory- State of Florida

Employer's Liability Limits:

\$1,000,000 for bodily injury caused by an accident, each accident

\$1,000,000 for bodily injury caused by disease, each employee

\$1,000,000 for bodily injury caused by disease, policy limit

Confirmation that Workers Compensation is provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.

IV. **Umbrella or Excess Liability** insurance can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and Village as Additional Insured status.

V. **INSTALLATION FLOATER (If Applicable for materials)**

\$Bid Cost

Cost Causes of Loss: All Risk/Special Form Coverage
Valuation: Replacement Cost
Deductible: 10,000 AOP, 5% Wind and Hail

Subcontractors’ Compliance: It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.

The above policies shall provide the North Bay Village with written notice of cancellation or material change from the insurer in accordance to policy provisions. If the policies do not provide such provision, Contractor is responsible for such notice to the Village.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above. Village reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.

The Company must be rated no less than “A-” as to management, and no less than “Class V” as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

SECTION 00200 - INSTRUCTIONS TO BIDDERS

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE BID REACHES THE OFFICE OF THE VILLAGE MANAGER ON OR BEFORE THE CLOSING HOUR AND DATE STATED ON THE INVITATION TO BID FORM.

1.1 Taxes: Bidder shall include all applicable taxes in the Bid.

1.2 Purpose of Bid: North Bay Village intends to secure a source of services/supply (s) at the lowest responsive and responsible price. The Village reserves the right to award the Bid considered the best to serve the Village's interests.

1.3 Questions: Any questions regarding this ITB should be directed in writing via email at: ecarrino@nbvillage.com. All inquiries must have in the subject line the following: **“Sidewalk and ADA Improvements – ITB 2020-004”**.

Bidders requiring clarification or interpretation of the ITB must submit them via e-mail on or before **10:00 AM, Monday, August 10, 2020**. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposers via Village website and Demandstar. In addition, inquiries and responses may also be posted on the North Bay Village website and Demandstar. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a BIDDER from submitting their Bid on the required date and time as publicly noted.

1.4 BIDDER warrants that the prices, terms, and conditions quoted in the Bid will be firm for a period of 120 days from the date of the Bid opening unless otherwise stated in the Bid Form. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the invitations to Bid will be cause for rejection, as determined by the Village.

1.5 Pursuant to the provisions of paragraph (2) (a) of section 287.133, Florida Statutes -"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 to perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.107, for category two for a period of 36 months from the date of being placed on the convicted vendor list".

2.1 Submission of bids.

BIDDER's shall use the Bid Form(s) furnished by the Village. Failure to do so may cause the Bid to be rejected. Removal of any of the Bid forms will invalidate the Bid.

BIDDER shall submit through www.demandstar.com, as Bid package:

1. This entire Bid document, with all sections executed.
2. A copy of all issued addenda.
3. Bid Security, (Bid Bond from Surety Company) attached to the front inside cover of the Bid document.
4. Certificates of Competencies.
5. Certificate of Insurance and or Letter of Insurability

2.1.1 Bids having an erasure or corrections must be initialed by the BIDDER in ink. Bids shall be signed in ink; all quotations shall be typewritten or printed and filled in with ink.

2.1.2 Guaranties: no guarantee or warranty is given or implied by the Village as to the total amount that may or may not be purchased from any resulting Contract or Award. These quantities are for bidding purposes only and will be used for tabulation and presentation of the Bid. The Village reserves the right to reasonably increase or decrease quantities as required. The prices offered herein, and the percentage rate of discount applies to other representative items not listed in this Bid.

2.2 Delivery: all items shall be delivered f.o.b. destination (i.e. at a specific North Bay Village address), and delivery costs and charges (if any) will be included in the Bid Price. Exceptions shall be noted.

2.3 Mistake: if there is a discrepancy in the unit and extended prices, the **unit prices(s)** will prevail and the extensions adjusted to coincide. Bidders are responsible for checking their calculations. Failure to do so will be at the Bidder's risk, and errors will not release the BIDDER from their responsibility as noted herein.

3.1 Brand Names: if a brand name, make, of any "or equal" manufacturer trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Bidder may offer equals with appropriate identification, samples, and/or specifications on such item(s). The Village shall be the sole judge concerning the merits of items Bid as equals.

3.2 Material: material(s) delivered to the Village under this bid shall remain the property of the seller until accepted to the satisfaction of the Village. In the event materials supplied to Village are found to be defective or do not conform to specifications, the Village reserves the right to return the product (s) to the seller at the sellers' expense.

3.3 Pricing: prices should be stated in units of quantity specified in the Bid Form. In case of a discrepancy, the Village reserves the right to make the final determination at the lowest net cost to the Village.

3.4 Safety Standards: the BIDDER warrants that the product(s) supplied to the Village conforms in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) and its amendments. Bids must be accompanied by a materials data safety

sheet (M.S.D.S.) when applicable.

3.5 Payments: payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

4.1 Liability, Insurance, Licenses & Permits: where BIDDER's are required to enter onto North Bay Village property to deliver materials or to perform work or services as a result of a Bid award, the BIDDER will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The BIDDER shall be liable for any damages or loss to the Village occasioned by negligence of the BIDDER (or their agent) or any person the BIDDER has designated in the completion of their contract as a result of the Bid. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licenser requirements necessary to practice their profession as required by Florida State Statute, Florida Building Code, Miami-Dade County, or North Bay Village Code. Contractors shall include current Miami-Dade County Certificates of Competency. These **documents shall be furnished to the Village along with the Bid response.** Failure to furnish these documents or to have required licenser will be grounds for rejecting the Bid and forfeiture of the Bid Bond.

4.2 BIDDER shall furnish to the Finance Director, North Bay Village, 1666 Kennedy Causeway, Suite 300, Florida 33141, certificate(s) of insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Village, for those coverage types and amounts listed in Exhibit A - Insurance Requirements. At the time of Bid submission, the BIDDER must submit certificates of insurance.

5.1 All insurance shall be issued by companies rated A-: Class V or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the BIDDER and insurer to notify the finance Department of North Bay Village of cancellation, lapse, or material modification of any insurance policies insuring the BIDDER, which relate to the activities of such vendor and North Bay Village. Such notification shall be in writing and shall be submitted to the Village Finance Director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance.

5.2 Failure to fully and satisfactorily comply with the Village's insurance and bonding requirements set forth herein will result in the Rejection of the Bid by the Village. The BIDDER hereby holds North Bay Village harmless and agrees to indemnify North Bay Village and covenants not to sue North Bay Village by virtue of such rejection.

Copy rights and/or Patent Rights: BIDDER warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling of goods shipped or ordered, as a result of this Bid. The bidder agrees to indemnify Village from any and all liability, loss, or expense occasioned by any such violation.

6.1 Warranty/Guaranty: successful BIDDER shall take all necessary steps and complete all forms for Warranty / Guarantee coverage under this Contract. BIDDER warrants by signature on the Bid Form that prices quoted here are in conformity with the latest Federal Price Guidelines.

6.2 Samples: samples of items, when required, must be furnished by the BIDDER free of charge to the Village. Each individual sample must be labeled with the BIDDER's name and manufacturer's brand name and delivered by them within ten (10) calendar days of the Bid opening unless schedule indicates a different time. If samples are requested subsequent to the Bid opening, they should be delivered within ten (10) calendar days of the request. The Village will not be responsible for returning samples.

6.3 Governmental Restrictions: in the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Bid prior to their delivery, it shall be the responsibility of the successful BIDDER to notify the Village at once, indicating in their letter the specific regulation which required an alteration. The North Bay Village reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel at no further expense to the Village.

6.4 Assignment: the BIDDER shall not transfer or assign the performance required by this Bid without prior written consent of the Village Manager. Any award issued pursuant to the Invitation to Bid and monies which may be due hereunder are not assignable except with prior written approval of the Village Manager. Further, in the event that the majority ownership or control of the BIDDER changes hands subsequent to the award of this contract, BIDDER shall promptly notify VILLAGE in writing of such change in ownership or control at least thirty (30) days prior to such change and VILLAGE shall have the right to terminate the contract upon sixty (60) days written notice, at VILLAGE's sole discretion.

6.5 Award of Bids: The North Bay Village reserves the right to accept or reject any and / or all bids or parts of bids, to waive any informality, irregularities, or technicalities, to re-advertise for bids, or take any other actions that may be deemed to be in the best interests of the Village. The Village also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Village, unless otherwise stated. The Village also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of Bid(s) shall be made by the Village Commission. In addition, each bidder agrees to waive any claim it has or may have against the VILLAGE, the Successful Bidder, and the respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

6.6 Discrepancies: in case of discrepancies, computed dimensions shall govern over scaled dimensions; supplemental specifications shall govern over standard specifications; and special specifications shall govern over drawings, supplemental and standard specifications.

7.1 Evaluation of Bids: The Village, at its sole discretion, reserves the right to inspect

any / all BIDDER's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the BIDDER, the financial position, experience, staffing, equipment, materials, references, and past history of service to the Village and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

7.2 Identical (tie bids): shall be awarded by the Village in compliance with Florida State statutes providing for a drug free workplace, that is, in the event of an identical tie Bid, a preference shall be given to a business having a drug free workplace under Florida Statute Section 287.087, as amended. Failure to provide proof of compliance when requested shall be cause for rejection of the Bid as determined by the Village.

7.3 Preference to Local Businesses: No local preference for this ITB.

7.4 Hold Harmless: all BIDDERS shall hold the Village, it's officials and employees harmless and covenant not to sue the Village, it's officials and employees in reference to their decisions to reject, award, or not award a Bid, as applicable.

7.5 Cancellation: failure on the part of the BIDDER to comply with the conditions, specifications, requirements, and terms as determined by the Village, shall be just cause for cancellation of the Award.

7.6 Disputes: if any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the BIDDER and the VILLAGE department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the VILLAGE Attorney shall resolve the dispute and send a written copy of its decision to the CONTRACTOR, which shall be binding on both parties.

8.1 Non-conformance to Contract: The North Bay Village may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be repaired to the Village's satisfaction within (5) calendar days by the contractor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the Village shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.

8.2 Default Provision: in case of default by the BIDDER or CONTRACTOR, the North Bay Village may procure the articles or services from other sources and hold the BIDDER or CONTRACTOR responsible for any excess costs occasioned or incurred thereby.

8.3 Indemnification: the CONTRACTOR shall indemnify, save harmless, and defend the North Bay Village, its' officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct, or misconduct of the CONTRACTOR, their agents, servants or employees in the

provision of goods or the performance of services pursuant to this Bid and/or from any procurement decision of the Village including without limitation, awarding the Contract to the CONTRACTOR.

8.4 Secondary/Other Vendors: The Village reserves the right in the event the primary bidder cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the Contract.

8.5 Specifications: All construction and materials furnished by the successful BIDDER shall conform to the Standard and Specifications of the North Bay Village, Miami-Dade County Public Works Department Standards and Specifications Parts 1, 2 & 3, The Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, The Florida Department of Transportation Roadway and Traffic Design Standards, and the Florida Department of Transportation Standards and Specifications. BIDDER shall also perform all work in a safe manner, specifically, the rules and regulations of the Occupational Safety and Health Administration (OSHA) and the Manual of Uniform Traffic Control Devices (MUTCD) shall be strictly observed.

8.6 Cone of Silence Provisions: Notwithstanding any other provision of these specifications, the provisions of Village "Cone of Silence" are applicable to this transaction. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between:

A potential vendor, service provider, proposer, bidder, lobbyist, or contractor, and:

The Village Commission, Village's professional staff including, but not limited to, the Village Manager and his or her staff, any member of the Village's selection or evaluation committee.

The Cone of Silence shall be imposed upon each ITB, RFQ and bid after the advertisement of said ITB, RFQ, or bid.

The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission. However, if the Village Commission refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- 1) oral communications at pre-bid conferences;
- 2) oral presentations before selection or evaluation committees;
- 3) public presentations made to the Village Commission during any duly noticed public meeting;
- 4) communication in writing at any time with any Village employee, unless specifically prohibited by the applicable ITB, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the

Procurement Manager. The Procurement Manager shall make copies available to any person upon request;

- 5) communications regarding a particular ITB, RFQ or bid between a potential vendor, service provider, proposer, bidder, lobbyist or contractor and the Village's Purchasing Agent or Village employee designated responsible for administering the procurement process for such ITB, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- 6) communications with the Village Attorney and his or her staff;
- 7) duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
- 8) any emergency procurement of goods or services pursuant to Village Code;
- 9) responses to the Village's request for clarification or additional information;
- 10) contract negotiations during any duly noticed public meeting; and
- 11) communications to enable Village staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, services provider, proposer, bidder, lobbyist, or contractor and a member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Contact the Village Attorney for any questions concerning Cone of Silence compliance.

Violation of the Cone of Silence by a particular bidder or proposer shall render any ITB award or RFQ award to said bidder or proposer voidable by the Village Commission and/or Village Manager.

9.1 Bonding Requirements: The BIDDER, in submitting this Bid, must include a 5% Bid Bond for the amount of the base Bid. Such bond shall be from a Surety Company in the amount of 5% of the total amount of the base Bid. A company, cashier or personal check shall not be deemed a valid Bid Security.

9.1.1 Performance and Payment Bond: The North Bay Village shall require the successful BIDDER to furnish a Performance Bond and Payment bond, each, in the amount of 100% of the total Bid Price, with the North Bay Village as the Obligee, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection herewith. The bonds shall be with a surety company authorized to do business in the State of Florida.

9.1.2 Bid Guaranty: The successful BIDDER shall execute the Contract (Agreement) and provide the required Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days of notification of the award by the Village.

The BIDDER who has the Contract awarded to them and who fails to execute the Contract, furnish the Performance and Payment Bonds, and/or Insurance Certificates within the specified time shall forfeit the Bid Security that accompanied their Bid, and the Bid Security shall be retained as liquidated damages by the Village, and it is agreed that this sum is a fair estimate of the amount of damages the Village will sustain in case the BIDDER fails to enter into the Contract and furnish the Bonds as herein before provided. Bid Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Bid Bond.

9.1.3 Contract Time and Contract Time Extensions: The time of completion of the work to be performed under this contract is the essence of the contract. Delays and extensions of time may be allowed only in accordance with the provisions stated in the appropriate section of the general conditions.

Sidewalk and ADA Improvements – ITB 2020-004
Completion Time: 90 calendar days

END OF SECTION

SECTION 00300

TRENCH SAFETY FORM

This form must be completed and signed by the Bidder.

Failure to complete this form may result in the bid being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 *et seq*, Fla. Stat. which became effective October 1, 1990, shall be in effect during the period of construction of the Project. The Bidder by signing and submitting the Bid is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

Method of Compliance

Cost

Total: \$ _____

Bidder acknowledges that this cost is included in the applicable items of the Bid and in the Total Base Bid. Failure to complete the above may result in the bid being declared non-responsive.

The Bidder is, and the VILLAGE and ENGINEER are not, responsible to review or assess Bidder’s safety precautions, programs of costs, of the means, methods, techniques or technique adequacy, reasonableness of cost, sequences of procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Section 553.60 *et. seq.*, Fla. Stat. cited as the “Trench Safety Act”. Bidder is, and the VILLAGE and ENGINEER are not, responsible to determine, if any safety or safety related standards apply to the Project, including but not limited to, the “Trench Safety Act”.

Witness Signature

Bidder’s Signature

Printed Name

Printed Name

Date

Title

Date

SECTION 00410 - BID FORM
Sidewalk and ADA Improvements
ITB 2020-004

THIS BID IS SUBMITTED TO:
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village FL 33141

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with North Bay Village in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to BIDDER'S, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. BIDDER agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of Village's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

- (b) BIDDER has familiarized themselves with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
 - (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
 - (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
 - (e) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - (f) BIDDER has given the Village written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Village is acceptable to BIDDER.
 - (g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over the Village.
4. BIDDER understands and agrees that this is a unit rate contract. **The prices submitted on the bid form are to furnish and deliver all of the Work complete in place.** The quantities provided on the form are for the purpose of Bid Evaluation and should be considered estimates only. Contractor's unit prices will not be adjusted to reflect any deviation from the provided quantities. As such the Contractor shall furnish all labor, materials, equipment, tools, supervision, safety measures, and services necessary to provide the stated units of work for the Bid Price of:

BID FORM						
PROJECT: Sidewalk and ADA Improvements – ITB 2020-004						
Item	Pay Item	Description	Unit	Unit Cost	Quantity	Total Amount
1	0522-1	Concrete Sidewalk Pavement 4"	SY	\$	971	\$
2	0522-2	Concrete sidewalk and driveways 6"	SY	\$	81	\$
3	0110-1-1	Clear & Grubbing	LS	\$	1	\$
4	210-1-1	Limerock base, 8"	SY	\$	530	\$
5	160-4	Type B - Stabilization, 12"	SY	\$	530	\$
6	700-1-11	Single Post Sign - F&I Ground Mount - Up to 12 ft ²	AS	\$	26	\$
7	700-1-51	Single Post Sign, Relocate	AS	\$	3	\$
8	700-1-61	Single Post Sign, Remove	AS	\$	3	\$
9	654-2-11	Rect. Rapid Flash Bcn., F&I AC, 1 Sign	EA	\$	8	\$
10	110-4-10	Removal of existing concrete pavement/removal of existing concrete	SY	\$	257	\$
11	327-70-1	Milling Exist Asph Pavt, 1.5"	SY	\$	1,242	\$
12	0334-1-13	Resurfacing Asph Pavt, 1.5"	TN	\$	73	\$
13	520-1-10	Concrete Curb & Gutter, Type F	LF	\$	258	\$
14	520-2-4	Concrete Curb, Type D	LF	\$	1,072	\$
15	520-3	Valley Gutter - Concrete	LF	\$	177	\$
16	570-1-2	Performance Turf, Sod and Soil	SY	\$	204	\$
17	542-70	Bumper guard	EA	\$	74	\$
18	711-11-121	Thermoplastic, Standard, White, Solid, 6"	LF	\$	1,622	\$
19	711-11-123	Thermoplastic, Standard, White, Solid, 12"	LF	\$	568	\$
20	711-11-124	Thermoplastic, Standard, White, Solid, 24"	LF	\$	566	\$
21	711-11-421	Thermoplastic, Standard, Blue, Solid, 6"	LF	\$	190	\$
22	580-2-1	Landscape - Relocate Trees & Palms <14' of Clear Trunk	EA	\$	5	\$
23	519-78	Bollards	EA	\$	4	\$
24	527-2	Detectable warnings	SF	\$	248	\$
25	104-18	Inlet Protection System	EA	\$	5	\$
26	425-6	Valve Boxes, Adjust	EA	\$	10	\$
Subtotal						\$
27	101-1	Mobilization	LS	\$	1	\$
28	102-1	Maintenance of Traffic	LS	\$	1	\$
Total Bid						\$

NOTE: BID EVALUATION SHALL BE BASED ON TOTAL BASE BID PROJECT COST FOR SIDEWALK AND ADA IMPROVEMENTS – ITB 2020-004.

Work to be included for all items:

Furnishing all labor, equipment, materials and any and all costs for the term of the warranty or as deemed necessary by the Village, necessary to complete the work per the specifications and as required shall be included in the above bid.

NOTES TO BIDDERS:

1. Contractor shall fill the entire bid form; no spaces are to be left blank.
2. The Village reserves the right to utilize any combination of the base bid, add alternates as they so desire to achieve the proper balance between the required improvements, desired improvements, and the Village’s available project budget.
3. The Village reserves the right to request per unit/each pricing of materials listed on the bid form for clarification or to purchase additional materials.
4. Contract Time will commence on the date the Agreement is executed and continue consecutively for a period of three hundred and sixty-five (365) calendar days. The Village reserves the right to extend the contract for an additional two one (1) year periods. No extension of time will be given unless stated in writing.
5. The contract prices resultant from this solicitation shall prevail for no less than two (2) year from the contract’s initial effective date. It is the bidder’s responsibility to request any price adjustment 90 days prior to the then current 12-month term. The adjustment request should not be in excess of the relevant pricing index change. The Village may consider an adjustment to price upward or downward based on changes to the Consumer Price Index (CPI), all urban consumers, workers in Miami Dade/Ft. Lauderdale Area for goods and services.

PROJECT COST:

_____ Dollars
(Written Total Base Bid Price)

6. BIDDER agrees that the work will be completed as scheduled from the date stipulated in the work orders executed under the terms of this contract.

7. Communications concerning this Bid shall be addressed to:

BIDDER:

Address:

Telephone:

Facsimile Number: _____

Attention:

8. The terms used in this Bid which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

SUBMITTED THIS _____ DAY OF _____, 20____

If BIDDER is:

AN INDIVIDUAL

By: _____ (SEAL)
(Individual's Name)

Doing business as: _____

Business address: _____

Phone No.: _____ Facsimile No.: _____

A PARTNERSHIP

By: _____(SEAL)
(Firm's Name)

(General Partner)

Business address: _____

Phone No.: _____ Facsimile No.: _____

A CORPORATION

By: _____
(Corporation Name)

(State of Incorporation)

By: _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest: _____
(President)

Business address: _____

Phone No.: _____ Facsimile No.: _____

A JOINT VENTURE

By: _____
(Name)

(Address)

By: _____
(Name)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

STATE OF _____)

) SS:

COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Board of DIRECTORS of the

a Corporation existing under the laws of the State of _____,
held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated, _____, 20____, to the North Bay Village and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation”.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

CERTIFICATE OF AUTHORITY

(IF PARTNERSHIP)

STATE OF _____)

) SS:

COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Partners of the

a Corporation existing under the laws of the State of _____,
held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that, _____, as _____ of the Partnership, be and is
hereby authorized to execute the Bid dated, _____, 20____, to the North
Bay Village and this Partnership and that their execution thereof, attested by the _____,
shall be the official act and deed of this Partnership”.

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Secretary: _____

(SEAL)

CERTIFICATE OF AUTHORITY

(IF JOINT VENTURE)

STATE OF _____)

) SS:

COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Principals of the

a Corporation existing under the laws of the State of _____,
held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that, _____, as _____ of the Joint Venture, be and is
hereby authorized to execute the Bid dated, _____, 20____, to the North
Bay Village official act and deed of this Joint Venture”.

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Secretary: _____

(SEAL)

END OF SECTION

SECTION 00420 - AWARD PREFERENCE FOR IDENTICAL TIE BIDS

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the Village's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

BIDDERS SIGNATURE: _____

END OF SECTION

SECTION 00432 - BID BOND

STATE OF)

) SS:

COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, are held firmly bound unto the North Bay Village, a municipal corporation of the State of Florida in the sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum and truly to be made, we bind 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 accompanying Bid dated, _____, 20__ for: _____.

WHEREAS, it was a condition precedent to the submission of said Bid that a or Bid Bond in the amount of five percent (5%) of the Base Bid be submitted with said Bid as a guarantee that the BIDDER would, if awarded the Contract, enter into a written Contract with the Village for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the Award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the North Bay Village and furnishes the Performance and Payment Bonds, satisfactory to the Village, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the North Bay Village and the Surety herein agrees to pay said sum immediately, upon demand of the Village, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

(Individual or Partnership Principal) _____(SEAL)
(Business Name)

(Business Address)

(Village/State/Zip)

(Business Phone)

ATTEST:

(Corporate Surety)*

By: _____

*Impress Corporate Seal

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Signed, sealed and delivered in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this the _____ day of _____, 20_____, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and

(Name(s) of individual(s) who appeared before notary)

Whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS in my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

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

- Personally known to me, or
- Personally identification:

(Type of Identification Produced)

- Did take an oath, or
- Did NOT take an oath,

OPTIONAL INFORMATION:

Type of Document _____ Number of Pages: _____

Number of Signatures Notarized: _____

END OF SECTION

SECTION 00434 - LIST OF PROPOSED SUBCONTRACTORS

BIDDER shall list all Proposed Subcontractors to be used on this project if they are awarded the contract.

CLASSIFICATION

SUBCONTRACTOR NAME, ADDRESS OF WORK AND LICENSE #

If, prior to Notice of the Award, the Village or the Contractor has reasonable objection to and refuses to accept any Contractor, Supplier, person or organization listed, the BIDDER may, prior to Notice of Award, submit an acceptable substitute without an increase in their bid price.

END OF SECTION

SECTION 00450 - BIDDER QUALIFICATION STATEMENT

The BIDDER's response to this questionnaire will be utilized as part of the Village's overall Bid Evaluation and Contractor selection.

The following minimum experience is required for this project:

- Successful completion, verifiable with references, of at least three roadway construction projects of at least four hundred and fifty thousand dollars (\$450,000) each in construction costs performed in Miami-Dade County in the last three years.
- All these projects must have been performed for local government, County and/or state agency.
- 5 years' experience performing similar work under current business name.

Failure to meet these minimum guidelines will be considered an unresponsive submittal and the documents will not be considered.

List projects experience consistent with the requirements stated below (DO NOT RESPOND AS "SEE ATTACHED". YOU MUST FILL THE INFORMATION).

1. Project Name/Location _____

Project Description _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Yearly Budget/Cost _____

Dates of Contract _____

(Continued on following page)

2. Project Name/Location _____

Project Description _____

Owner Name

Contact Person

Contact Telephone No. _____

Yearly Budget/Cost _____

Dates of Contract _____

3. Project Name/Location _____

Project Description _____

Owner Name

Contact Person

Contact Telephone No. _____

Yearly Budget/Cost _____

Dates of Contract _____

END OF SECTION

SECTION 00454 – NON-COLLUSION AFFIDAVIT

STATE OF _____)

) SS:

COUNTY OF _____)

_____ being first duly sworn deposes and says that:

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the BIDDER that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this the _____ day of _____, 20_____, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and

(Name(s) of individual(s) who appeared before notary)

Whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS in my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

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

Personally known to me, or

Personally identification:

(Type of Identification Produced)

Did take an oath, or

Did NOT take an oath,

OPTIONAL INFORMATION:

Type of Document _____ Number of Pages: _____

Number of Signatures Notarized: _____

END OF SECTION

SECTION 00456 - PUBLIC ENTITY CRIMES

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "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 to perform Work as a Contractor, supplier, Subcontractor, or Contractor under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

CONFLICTS OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDER's must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the North Bay Village or its' agencies.

**SWORN STATEMENT PERSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
_____ by _____ for _____
_____ whose business address is _____
_____ and (if applicable) its Federal Employer Identification
Number (FEIN) is _____ (if the entity has no FEIN, include
the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United State and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment of information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during a preceding 36 month shall be considered and affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20_____

- Personally known to me, or
- Personally identification:

(Type of Identification Produced)

- Did take an oath, or
- Did NOT take an oath,

(Notary Signature)

(Printed, typed, or stamped commission name of notary public)

END OF SECTION

SECTION 00510 – NOTICE OF AWARD

To: _____

PROJECT DESCRIPTION: **“Sidewalk and ADA Improvements – ITB 2020-004”** in accordance with Contract Documents as prepared by the Village

and

The Village has considered the Bid submitted by you for the above described WORK in response to its Advertisement for Bid and Instruction to BIDDERS.

You are hereby notified that your Bid has been accepted for the **“Sidewalk and ADA Improvements – ITB 2020-004”**, in a not to exceed amount of

\$ _____ Dollars.

You are required by the instruction to BIDDER’s to execute the Agreement and furnish the required CONTRACTOR’s Performance Bond, Payment Bond and Certificated of Insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Insurance within ten (10) days from the date of this Notice, said Village will be entitled to, revoke the award and retain the Bid Security.

By: _____

Title: Village Manager

Dated this _____ day of _____, 20 _____.

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged by

this/the _____ day of _____, 20_____

By: _____

Title: _____

You are required to return an acknowledged copy of this Notice of Award to the Village.

END OF SECTION

SECTION 00550 – NOTICE TO PROCEED

To: _____

Date: _____

PROJECT DESCRIPTION: **Sidewalk and ADA Improvements – ITB 2020-004**, in accordance with Contract Documents as prepared by the North Bay Village.

Site Number/Name: _____

Site Location: _____

You are hereby notified to commence all the work that conforms to the scope of work in accordance with the Contract Agreement dated_____. This work is to be completed in _____calendar days, on or before_____, 20__, with both parties being in total and full agreement or the Contractor shall be subject to the liquidated damages clauses of the Agreement. The cost to perform the scope of work in accordance with the Agreement shall not exceed \$_____.

North Bay Village

By: _____

Ralph Rosado

Title: Village Manager

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED is hereby acknowledge by_____

This_____ day of _____, 20_____.

By: _____

Title: _____

END OF SECTION

SECTION 00600 - BONDS AND CERTIFICATES

SECTION 00612 - FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____ as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the North Bay Village, Florida as Obligee, hereinafter called Village, in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, ITB 2020-004, awarded the _____ day of _____, 20____, with the North Bay Village for Sidewalk and ADA Improvements ITB No. 2020-004 in accordance with specifications prepared by the North Bay Village which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Indemnifies and pay Obligee all losses, damages (including, but not limited to, damages for delay (specifically, liquidated damages as per section 00710 – General Conditions of the ITB and section 3.4 of the Construction Contract) and actual damages caused or arising out of the acts, omissions or negligence of Contractor), expenses, costs, and attorney’s fees including attorney’s fees incurred in appellate proceedings, that Obligee sustain because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - 2.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to the Contractor a notice that they intend to look to the Bond for protection.

- 2.2 A claimant who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within ninety (90) days after performance of the labor, or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
- 2.3 No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding paragraphs 2.1 and 2.2 have been given.
- 2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20 .

WITNESS:

By: _____

(Signature and Title)

(CORPORATE SEAL)

(Type Name and Title signed above)

WITNESS:

(Name of Corporation)

Secretary

By: _____

(Type Name and Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY:

By: _____

*Agent and Attorney-in-Fact

Address: _____

(Street) _____

(Village/State/Zip Code) _____

Telephone No.: (_____) _____

* (Power of Attorney must be attached)

State of _____

County of _____

On this, the day of _____, 20 , before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by (name of corporate officer), (title), of (name of Corporation), a (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand

and official seal

Notary Public, State of

Printed, typed or stamped name of Notary Public exactly as commissioned

- Personally known to me, or
- Produced identification:
(type of identification produced)
- Did take an oath, or
- Did not take an oath

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

(Name of Corporation)

END OF SECTION

SECTION 00614 - FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the North Bay Village, Florida, as Obligee, hereinafter called Village, in the amount of _____ Dollars (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, ITB 2020-004 awarded the _____ day of _____, 20 , with North Bay Village Sidewalk and ADA Improvements ITB No. 2020-004 in accordance with drawings (plans) and specifications which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the Village for: “Sidewalk and ADA Improvements – ITB 2020-004” as scheduled after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and bid specifications.
2. Indemnifies and pay Obligee all losses, damages (including, but not limited to, damages for delay (specifically, liquidated damages as per section 00710 – General Conditions of the ITB and section 3.4 of the Construction Contract) and actual damages caused or arising out of the acts, omissions or negligence of Contractor), expenses, costs, and attorney’s fees including attorney’s fees incurred in appellate proceedings, that Obligee sustain because of default by Contractor under the Contract; and
3. Upon notification by the North Bay Village, corrects any and all defective or faulty Work or materials which appear within ONE (1) YEAR.
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by Village to be, in default under the Contract, the Village having performed their obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive BIDDER, or, if the Village elects, upon determination by the

Village, and Surety jointly of the best, lowest, qualified, responsible and responsive BIDDER, arrange for a Contract between such BIDDER and Village, and make available as 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 cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price." as used in this paragraph, shall mean the total amount payable by North Bay Village to Contractor under the Contract and any amendments thereto, less the amount properly paid by North Bay Village to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or Corporation other than the Village named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20 .

WITNESSES: _____

(Name of Corporation) _____

By: _____

Secretary

(Signature and Title)

(CORPORATE SEAL)

(Type Name & Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY: _____

By:

*(Agent and Attorney-in-Fact)

Address:

(Street)

(Village/State/Zip Code)

Telephone No.: () _____

* (Power of Attorney must be attached)

State of _____

County of _____

On this, the _____ day of _____, 20 , before me, the undersigned

Notary Public of the State of _____, the foregoing instrument was acknowledged by (name of Corporate officer), _____ (title), of _____ (name of Corporation), a _____ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand

and official seal

Printed, typed or stamped name of Notary Public
exactly as commissioned

Notary Public, State of _____

Personally known to me, or

Produced identification:

(type of identification produced)

Did take an oath, or

Did not take an oath

Bonded by: _____

SECTION 00620
ACKNOWLEDGEMENT OF CONFORMANCE WITH OSHA STANDARDS

To the North Bay Village,

We _____, hereby acknowledge and (*General Contractor*) agree that we, as the General Contractor for the North Bay Village, "**Sidewalk and ADA Improvements – ITB 2020-004**", as specified, have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the North Bay Village, against any and all liability, claims, damages, losses and expenses they may incur due to the failure of:

(Subcontractor's Name)

(Subcontractor's Name)

to comply with such act or regulation.

By: (General Contractor)

Printed Name

END OF SECTION

SECTION 00710 – GENERAL CONDITIONS

ARTICLE I – DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

Acceptance: By the VILLAGE of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.

Agreement: The written Agreement between the VILLAGE and the CONTRACTOR covering the Work to be performed, which includes the Contract Documents.

Addenda: Written or graphic instruments issued prior to the Bid Opening which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

Application for Payment: The form furnished by the VILLAGE which is to be used by the CONTRACTOR in requesting progress payments.

Approved: Means approved by the VILLAGE.

Bid: The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for Work.

Bonds: Bid, Performance and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

Change Order: A written order to the CONTRACTOR signed by the VILLAGE authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

VILLAGE: North Bay Village, 1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Contract Documents: Contract Documents shall include Instruction to BIDDERS, CONTRACTOR's Bid, the Bonds, the Notice of Award, these General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Notice to Proceed, Invitation to Bid, Insurance Certificates, Change Orders and Acknowledgement of Conformance with North Bay Village.

Contract Price: The total moneys payable to the CONTRACTOR under the Contract

Documents.

Contract Time: The number of calendar days stated in the Agreement for the completion of the Work.

Contracting Officer: The individual who is authorized to sign the contract documents on behalf of the Village's governing body.

CONTRACTOR: The person, firm or corporation with whom the VILLAGE has executed the Agreement.

CONSULTANT: The person, firm or corporation that is an authorized representative of the North Bay Village.

Day: A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

Drawings: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the CONSULTANT and are referred to in the Contract Documents.

Field Order: A written order issued by the VILLAGE which clarified or interprets the Contract Documents in accordance with Paragraph 9.2 or orders minor changes in the Work in accordance with Paragraph 10.2.

Modifications: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation if issued by the VILLAGE in accordance with Paragraph 9.2 or (d) a written order for minor change or alteration in the Work issued by the VILLAGE pursuant to Paragraph 10.2. A modification may only be issued after execution of the Agreement.

Notice of Award: A written notice given by the VILLAGE to the CONTRACTOR fixing the date on which the Contract Time will commence to run and on which the CONTRACTOR shall start to perform their obligations under the Contract Documents.

Project: The entire Project to be performed as provided in the Contract Documents.

Construction Observer: An authorized representative of the VILLAGE assigned to observe the Work performed and materials furnished by the CONTRACTOR or such other person as may be appointed by the VILLAGE as his representative. The CONTRACTOR shall be notified in writing of the identity of this representative.

Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier, or distributor, and which illustrate the equipment, material or some portion of the work and as required by the Contracts Documents.

Samples: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

Subcontractor: An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion: The date as certified by the VILLAGE when the construction of the Project or a certified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes which it was intended; or if there be no such certification, the date when final payment is due.

Supplier: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Surety: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and their acceptance performance of the Work.

Work: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Written Notice: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the VILLAGE under this Contract shall be delivered to the VILLAGE.

ARTICLE 2 – PRELIMINARY MATTERS

Award:

2.1 The VILLAGE reserves the right to reject any and all Bids at its sole discretion. Bids shall be awarded by the VILLAGE to the lowest responsive and responsible BIDDER; after the VILLAGE performs all necessary searches, inquiries, exploration, and analysis of the bids. No Notice of Award will be given until the VILLAGE has conducted any investigation(s) as they deem necessary to establish the BIDDER's capability to perform the services as described in this CONTRACT, as substantiated by the required professional experience, client references, technical knowledge and qualifications; and sufficient labor and equipment to comply with the VILLAGE's established standards, as well as the financial capability of the BIDDER to perform the Work in accordance with the Contract Documents to the satisfaction of the VILLAGE within the time prescribed. The VILLAGE reserves the right to reject the Bid of any BIDDER on the basis of these queries and investigations and who does not meet the VILLAGE's satisfaction, even though the firm may possibly be the apparent lowest bidder. In analyzing Bids, the VILLAGE will also take into consideration client references, past work experience and work product, proven ability to satisfactorily perform the manufacturing and installation of roadway directional signage to VILLAGE standards; and alternate and unit prices if requested by the Bid form. If the Contract is awarded, the VILLAGE will issue the Notice of Award and give the successful BIDDER a Contract for execution within ninety (90) days after opening of Bids. The VILLAGE specifically reserves the right to award the Contract to a bidder who is not necessarily the lowest bidder on the basis of the results of these queries and investigation(s).

Execution of Agreement:

2.2 At least three counterparts of the Agreement, the Performance and Payment Bond, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by the CONTRACTOR to the VILLAGE within ten (10) calendar days of receipt of the Notice of Award.

Forfeiture of Bid Security/Performance and Payment Bond:

2.3 Within ten (10) calendar days of being notified of the Award, the CONTRACTOR shall furnish a Performance Bond and a Payment Bond containing all the provisions of the Performance Bond and Payment Bond attached.

2.3.1 Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to the Village the completion and performance of the Work covered in such Contract as well as full payment of all suppliers, material man, laborers, of Subcontractors employed pursuant to this Project. Each Bond shall be with a Surety company meeting the qualifications of Sections 2.3.4, 2.3.5, and 2.3.6.

2.3.2 Each Bond shall continue in effect for one and one half (1 ½) years after final completion and acceptance of the Work with the liability equal to one hundred percent (100%) of the Contract Sum. The Performance Bond shall be conditioned that the CONTRACTOR will, upon notification by the VILLAGE, correct any defective or faulty Work or materials which appear within one and a one half (1 ½) years after final completion of the Contract.

2.3.3 Pursuant to the requirements of Section 255.05(1), Florida Statutes, the CONTRACTOR shall ensure that the Bond(s) referenced above shall be recorded in the public records of Dade County and Provide the VILLAGE with evidence of such recording.

2.3.4 Each Bond must be executed by a surety company authorized to do business in the State of Florida as a surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

2.3.5 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current Revisions.

2.3.6 The VILLAGE will accept a surety bond from a company with a rating of A- or better.

2.3.7 Failure of the successful BIDDER to execute and deliver the Agreement and deliver the required bonds and Insurance Certificates as stipulated in paragraph 2.2 shall be cause for the VILLAGE to annul the Notice of Award and declare the Bid and any security therefore forfeited.

Contractor's Pre-Start Representation:

2.4 The CONTRACTOR represents that they have familiarized themselves with, and assumes full responsibility for having familiarized themselves with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, State and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that they have correlated their study and observations with the requirements of the Contract Documents. The CONTRACTOR also represents that they have studied all surveys and investigations reports of subsurface and latent physical conditions referred to in the specifications and made such additional surveys and investigations as they deem necessary for the performance of the Work in the Contract Documents and that they have correlated the results of all such data with the requirements of the Contract Documents. Additional monies will not be paid, over and above the CONTRACT amount, in the event rock is encountered.

Commencement of Contract Time:

2.5 The Contract Time will start on the date the Agreement is executed and continue to run consecutively for the period as established in the contract. No extension of time will be given unless stated in writing.

Starting the Project:

2.6 The CONTRACTOR shall start to perform their obligations under the Contract Documents on the date stipulated in the Notice to Proceed (NTP) for each site. No Work shall

be done at the site prior to the date on which the NTP commences to run, except with the written consent of the VILLAGE. No work will be done on Saturday without written consent of the VILLAGE or after the end of a normal business day unless prior approval is given by the VILLAGE in writing. No work shall be permitted on Sundays or on national holidays.

Before Starting Contract:

2.7 Before undertaking each part of the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements which shall be approximate. The CONTRACTOR shall field verify utility locations and notify the VILLAGE of any conflicts so that the conflict is avoided prior to beginning of construction. Any modifications to the proposed work, once construction has begun, will be at no cost to the VILLAGE.

Schedule of Completion:

2.8 Within five (5) days after delivery of the Notice to Proceed, the CONTRACTOR will submit to the Village, a Schedule defining hours and/or days required to complete each section of work as outlined.

2.9 Within five (5) days after delivery of the executed Agreement by the VILLAGE to the CONTRACTOR, but before starting the Work, a preconstruction conference will be held to review the above schedules, and provide procedures for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the VILLAGE representative, and the CONTRACTOR.

Liquidated Damages:

2.10 Upon failure of the CONTRACTOR to complete the Work within the time specified for completion, (plus approved extensions if any) the CONTRACTOR shall pay to the VILLAGE the sum of **TWO THOUSAND DOLLARS AND 00/100 (\$2,000)** for each calendar day that the completion of the Work is delayed beyond the time specified in the Contract for completion, as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the VILLAGE as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the CONTRACTOR to complete the Contract on time. Regardless of whether or not a single Contract is involved, the above-stated liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The VILLAGE shall have the right to deduct from and retain out moneys which may be then due, or which may become due and payable to the CONTRACTOR, the amount of such liquidated damages, the CONTRACTOR shall pay in full such liquidated damages.

ARTICLE 3 – CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

3.1 It is the intent of the Specifications to describe a complete Project to be delivered in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the VILLAGE and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as

if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, they shall call it to the Village's attention in writing at once and before proceeding with the Work affected thereby; however, they shall not be liable to VILLAGE or CONTRACTOR for their failure to discover any conflict, error or discrepancy in the Specifications or Drawings. The various Contract Documents shall be given precedence in case of conflict, error or discrepancy, as follows: Change Orders, Supplemental General Conditions, Agreement Modifications, Addenda, Special Conditions, Instructions to BIDDERS, General Conditions, Specifications and Drawings. If the requirements of other Contract Documents are more stringent than those of the Supplemental General Conditions, the more stringent requirements shall apply.

3.3 The words "furnish" and "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the VILLAGE before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The Work of all trades under this Contract shall be coordinated by the CONTRACTOR in such manner as to obtain the best workmanship possible for the entire Project, and all components of the Work shall be installed or erected in accordance with the best practices of the particular trade.

ARTICLE 4 – AVAILABILITY OF LANDS SUBSURFACE CONDITIONS REFERENCE POINTS

Availability of Lands:

4.1 The VILLAGE will furnish, as indicated in the Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designed for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the VILLAGE unless otherwise specified in the Contract Documents.

ARTICLE 5 – INSURANCE

5.1 The CONTRACTOR shall provide and maintain in force until all the Work to be performed under this Contract has been completed and accepted by Village (or for such duration as is otherwise specified hereinafter), the insurance coverage set forth: in Exhibit A titled Insurance Requirements.

5.2 The CONTRACTOR agrees that if any part of the Work under the Contract is sublet, they will require the Subcontractor(s) to carry insurance as required, and that they will require the Subcontractor(s) to furnish to them insurance certificates similar to those required by the VILLAGE in Section 5.1

Cancellation and Re-Insurance:

5.3 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract.

5.4 All deductibles must be declared by the CONTRACTOR and must be approved by the VILLAGE. At the option of the VILLAGE, either the CONTRACTOR shall eliminate or reduce such deductible or the CONTRACTOR shall procure a Bond, in a form satisfactory to the VILLAGE, covering the same. The contractor is responsible for any and all deductibles, if applicable, following a loss.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

Concerning Subcontractors:

6.1 The CONTRACTOR will not employ any Subcontractor, against whom the VILLAGE may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor who has been accepted by the VILLAGE, unless the VILLAGE determines that there is good cause for doing so.

6.2 The CONTRACTOR shall be fully responsible for all acts and omissions of their Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by them. Nothing in the Contract Documents shall create any contractual relationship between VILLAGE and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of VILLAGE to pay or to see to payment of any persons due any Subcontractor or other person or organization, except as may otherwise be required by law. VILLAGE may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specified Work done in accordance with the schedule values.

6.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work performed by any specific trade.

6.4 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the VILLAGE.

6.5 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to

an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.6 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors, materials and men engaged upon their Work.

6.6.1 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors and give the CONTRACTOR the same power as regards to terminating any subcontract that the VILLAGE may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.6.2 The VILLAGE will not undertake to settle any differences between the CONTRACTOR and their Subcontractors or between Subcontractors.

6.6.3 If in the opinion of the VILLAGE, any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, they shall be promptly replaced by the CONTRACTOR if and when directed by the VILLAGE in writing.

Laws and Regulations:

6.7 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, they will give the VILLAGE prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the VILLAGE, they will bear all costs arising wherefrom; however, it shall not be their primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.8 Cost of all applicable sales consumers, use, and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Safety and Protection:

6.9 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the **ROADWAY AND TRAFFIC DESIGN STANDARDS SERIES 600 TRAFFIC CONTROL THROUGH WORK ZONES** latest edition. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.9.1 All employees and other persons whom may be affected thereby; and

6.9.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the work area, and

6.9.3 Other property at the work area or adjacent thereto, including trees, shrubs,

lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.10 The CONTRACTOR will designate a responsible member of their organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the VILLAGE.

Emergencies:

6.11 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the VILLAGE, is obligated to act, at their discretion, to prevent threatened damage, injury or loss. They will give the VILLAGE prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the CONTRACTOR believes that additional Work done by them in an emergency which arose from causes beyond their control entitles them to an increase in the Contract Price or an extension of the Contract Time, they may make a claim therefore as provided in articles 11 and 12.

6.12 The CONTRACTOR will also submit to the VILLAGE for review, with such promptness as to cause no delay in Work, all samples and photographs required by the Contract Documents. All samples and photographs will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.13 At the time of each submission, the CONTRACTOR will in writing call the VILLAGE'S attention to any deviations that the Photographs or sample may have from the requirements of the Contract Documents.

6.14 The VILLAGE will review with responsible promptness Photographs and Samples, but their review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The CONTRACTOR will make any corrections required by the VILLAGE and will return the required number of corrected copies of Photographs and resubmit new samples until the review is satisfactory to the VILLAGE.

6.15 No Work requiring a Photograph or sample submission shall be commenced until the submission has been reviewed by the VILLAGE. A copy of each Photograph and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the VILLAGE.

6.16 The VILLAGE'S review of Photographs or samples shall not relieve the CONTRACTOR from their responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the VILLAGE's attention to each deviation at the time of submission and the VILLAGE has given written approval to the specific deviation, nor shall any review by the VILLAGE relieve the CONTRACTOR from responsibility for supplying the plant material as specified.

Public Convenience and Safety:

6.17 The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. Proper Maintenance of Traffic (MOT) devices shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. The MOT shall be designed as outlined in the latest edition of **ROADWAY AND TRAFFIC DESIGN STANDARDS SERIES 600**. At any time that streets are required to be closed or blocked, the CONTRACTOR shall notify law enforcement agencies before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

Indemnification:

6.18 In consideration of the separate sum of twenty-five dollars (\$25.00) and other valuable consideration, the CONTRACTOR shall indemnify, defend and save harmless the VILLAGE, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the construction of this Project, or by or in consequence of any negligence by or on account of any act or omission of the said CONTRACTOR or his Subcontractor, agents, servants or employees. The CONTRACTOR will indemnify, defend and hold harmless the VILLAGE and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. In the event that a court of competent jurisdiction determines that Sec. 725.06 (2), F.S. is applicable to this Work, then in lieu of the above provisions of this section 6.18 the parties agree that CONTRACTOR shall indemnify, defend and hold harmless VILLAGE, their officers and employees, to the fullest extent authorized by Sec. 725.06 (2) F.S., which statutory provisions shall be deemed to be incorporated herein by reference as if fully set forth herein.

6.19 In the event that any action or proceeding is brought against VILLAGE by reason of any such claim or demand, CONTRACTOR, upon written notice from VILLAGE shall defend such action or proceeding by counsel satisfactory to VILLAGE. The indemnification provided above shall obligate CONTRACTOR to defend at its own expense or to provide for such defense, at VILLAGE'S option, any and all claims of liability and all suits and actions of every name and description that may be brought against VILLAGE, excluding only those which allege that the injuries arose out of the sole negligence of VILLAGE, which may result from the operations and activities under this Contract whether the construction operations be performed by CONTRACTOR, its Subcontractors or by anyone directly or indirectly employed by either.

6.20 The obligations of the CONTRACTOR under Article 6 shall not extend to the liability of the VILLAGE, their agents or employees arising out of (a) the preparation or approval of maps,

drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by the VILLAGE, their agents or employees provided such giving of failure to give is the primary cause of injury or damage. These indemnification provisions shall survive the term of this Contract.

ARTICLE 7 – VILLAGE’S RESPONSIBILITIES

7.1 The VILLAGE will issue all communications to the CONTRACTOR.

7.2 In cases of termination of employment of the CONTRACTOR, the VILLAGE will appoint a CONTRACTOR, whose status under the Contract Documents shall be that of the former CONTRACTOR.

7.3 The VILLAGE will furnish the data required of them under the Contract Documents promptly.

7.4 The VILLAGE’s duties in respect to providing lands and easements are set forth in Article 4.

ARTICLE 8 – VILLAGE’S STATUS DURING CONSTRUCTION

Measurements of Quantities:

8.1 All Work completed under the Contract will be measured by the VILLAGE according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

8.2 The VILLAGE will have authority to disapprove or reject Work which is “defective” (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in Special Condition, or has been damaged prior to final acceptance) at CONTRACTOR’s expense.

Shop Drawings, Change Orders and Payments:

8.3 In connection with the VILLAGE’s responsibility as to Shop Drawings and samples, see paragraphs 6.12 through 6.16, inclusive.

8.4 In connection with the VILLAGE’S responsibility for Change Orders, see Articles 9 and 10.

8.5 In connection with the VILLAGE’S responsibilities in respect of Application of Payment, etc., see Article 11.

Decisions on Disagreements:

8.6 The VILLAGE will be the initial interpreter of the Construction Drawings and Technical Specifications.

Limitations on Consultant’s Responsibilities:

8.7 The VILLAGE will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto.

8.8 The VILLAGE will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of their or their agents or employees, or any other person performing any of the Work.

ARTICLE 9 – CHANGES IN THE WORK

9.1 Without invalidating the Agreement, the VILLAGE may, at any time or from time to time, order additions, deletions or revisions in the Work; these shall be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. As per Articles 11 and Article 12, all Change Orders that add or delete work, or increase or decrease Time, will most likely result in an adjustment to the Contract Price and Time accordingly. Any such changes will be reflected in the Change Order(s), which when signed by the CONTRACTOR, shall indicate an agreement of the parties therewith.

9.2 The VILLAGE may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alteration authorized by the VILLAGE entitles them to an increase in the Contract Price or extension of Contract Time, they may make a claim therefore as provided in Articles 11 and 12.

9.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.11 and except as provided in paragraph 10.2.

9.4 The VILLAGE will execute appropriate Change Orders prepared by the VILLAGE covering changes in the Work, to be performed and Work performed in an emergency as provided in paragraph 6.11 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the VILLAGE.

9.5 It is the CONTRACTOR'S responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price or Contract Time and the amount of the applicable bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such an adjustment to the VILLAGE.

ARTICLE 10 – CHANGE OF CONTRACT PRICE

10.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the

CONTRACTOR shall be at their expense without changing the Contract Price.

10.2 (a) The VILLAGE may, at any time, without written notice to the sureties, by written order designated or indicated to be a Change Order, make any change in the Work within the general scope of the Contract, including but not limited to changes:

- 1) in the specifications (including drawings and designs);
- 2) in the method or manner of performance of the Work;
- 3) in the VILLAGE-furnished facilities, equipment, materials, services, or site; or
- 4) in directing acceleration in the performance of the Work.

(b) Except as herein provided, no order, statement, or conduct of the VILLAGE shall be treated as a change under this clause or entitle the CONTRACTOR to an adjustment to the Contract Price or Time.

(c) If any change order under this clause causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the Work, under this Contract, whether or not changed by any order, the Contract Price and Time will be adjusted in writing by the same amount.

(d) If the CONTRACTOR intends to assert a claim for an adjustment in Contract Price or Time under this clause, he must, within ten (10) days after receipt of a written Change Order, submit to the VILLAGE a written notice including a statement setting forth the general nature and monetary extent of such claim, and supporting data.

(e) No claim by the CONTRACTOR for an adjustment in Contract Price or Time hereunder shall be allowed if not submitted in accordance with this section or if asserted after final payment under this Contract.

10.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

10.3.1 By negotiated lump sum.

10.3.2 On the basis of the cost of the Work, determined as provided in Sections 10.4 and 10.5, plus a mutually agreed upon fee to the CONTRACTOR to cover overhead and profit.

10.4 The term cost of the Work means the sum of all direct costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by VILLAGE, such costs shall be in amounts no higher than those prevailing in Miami-Dade County, shall include only the following items and shall not include any of the costs itemized in Paragraph 10.5.

10.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work described in the Change Order under schedules of job classifications agreed upon by VILLAGE and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall be limited to: salaries and wages, plus the costs of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays shall be included in the above only if authorized by VILLAGE.

10.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless VILLAGE deposits funds with CONTRACTOR with which to make payments in which case the cash discounts, shall accrue to the VILLAGE. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to VILLAGE, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by VILLAGE, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to VILLAGE who will then determine which Bids will be accepted. If a Subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a fee, the cost of the Work shall be determined in accordance with paragraphs 10.4 and 10.5.

10.4.4 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by VILLAGE with the advice of CONTRACTOR, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.

10.4.6 Payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

10.4.7 The cost of utilities, fuel and sanitary facilities at the site.

10.4.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

10.4.9 Cost of premiums for additional Bonds and Insurance required solely because of changes in the Work, not to exceed two percent (2%) of the increase in the Cost of

the Work.

10.5 The term Cost of the Work shall not include any of the following:

10.5.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 10.4.1 - all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

10.5.2 Expenses of CONTRACTOR's principal and branch offices other than his office at the site.

10.5.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

10.5.4 Cost of premiums for all bonds and for all insurance policies whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in subparagraph 10.4.9).

10.5.5 Costs due to the negligence of the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

10.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

10.6 The CONTRACTOR's fee which shall be allowed to the CONTRACTOR for their overhead and profit shall be determined as follows:

10.6.1 In the event of an oversight or omission by the CONTRACTOR no compensation for overhead or profit will be provided; otherwise.

10.6.2 A mutually acceptable firm fixed price; or if none can be agreed upon.

10.6.3 A **ten percent (10%)** fixed fee based on the estimate of the various portions of the Cost of the Work.

10.7 The amount of credit to be allowed by the CONTRACTOR to the VILLAGE for any such change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credit, provided however, the CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.

10.8 Whenever cost of any Work is to be determined pursuant to paragraphs 10.4 and 10.5, the CONTRACTOR will submit in form prescribed by VILLAGE an itemized cost breakdown together with supporting data.

ARTICLE 11 – PAYMENTS AND COMPLETION

Payments to Contractor:

11.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the VILLAGE a partial payment estimate filled out and signed by the CONTRACTOR covering the Work performed during the period covered by the partial payment estimate and supported by such data as the VILLAGE may reasonably require.

The VILLAGE will within ten (10) days after receipt of each partial payment estimate, either indicate in writing their approval of payment and present the partial payment estimate to the VILLAGE, or return the partial payment estimate to the CONTRACTOR, indicating in writing their reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The VILLAGE, will within thirty (30) days of presentation to them of any approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The VILLAGE may retain ten percent (10%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions. Any interest earned on the retainage shall accrue to the benefit of the VILLAGE.

11.2 The VILLAGE shall have the right to demand and receive from the CONTRACTOR, before he shall receive final payment, final releases of lien executed by all persons, firms or corporations who have performed or furnished labor, services or materials, directly or indirectly, used in the Work. Likewise, as a condition to receiving any progress payment, the VILLAGE may require the CONTRACTOR to furnish partial releases of lien executed by all persons, firms and corporations who have furnished labor, services or materials incorporated into the Work during the period of time for which the progress payment is due, releasing such lien rights as those persons, firms or corporations may have for that period.

Contractor's Warranty of Title:

11.3 The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the VILLAGE prior to the making of the Application for Payment, free and clear of all liens, claims, security interest and encumbrances (hereafter in these General Conditions referred to as "Liens"); and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Acceptance of Final Payment as Release:

11.4 The Acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the VILLAGE and a waiver of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with the Work and for every act and neglect of the VILLAGE and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the CONTRACTOR of their sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

ARTICLE 12 – SUSPENSION OF WORK AND TERMINATION

12.1 The VILLAGE may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the CONTRACTOR which shall fix the date on which Work shall be resumed. For suspensions longer than ninety (90) days, The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if they make a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

12.2 No Work shall be done under these specifications except by permission of the VILLAGE when the weather is unfit for good and careful Work to be performed. Should the severity of the weather continue, the CONTRACTOR upon the direction of the VILLAGE, shall suspend all Work until instructed to resume operations by the VILLAGE and the Contract Time pursuant to Section 12.7 shall be extended to cover the duration of the order.

Village May Terminate:

12.3 If the CONTRACTOR is adjudged bankrupt or insolvent, or if they make a general assignment for the benefit of their creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of their property, or if they file a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws, or if they repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if they repeatedly fail to make prompt payments to Subcontractors or for labor, materials or equipment or they disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if they disregard the authority of the VILLAGE, or if they otherwise violate any provision of the Contract Documents, then the VILLAGE may, without prejudice to any other right or remedy and after giving the CONTRACTOR and their surety seven (7) days written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method they may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the VILLAGE. Such costs incurred by the VILLAGE will be determined by the VILLAGE and incorporated in a Change Order.

If after termination of the CONTRACTOR under this Section, it is determined by a court of

competent jurisdiction for any reason that the CONTRACTOR was not in default, the rights and obligations of the VILLAGE and the CONTRACTOR shall be the same as if the termination had been issued pursuant to Section 12.5.

12.4 Where the CONTRACTOR'S services have been so terminated by the VILLAGE said termination shall not affect any rights of the VILLAGE against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the VILLAGE due the CONTRACTOR will not release the CONTRACTOR from liability.

12.5 Upon seven (7) days written notice to the CONTRACTOR, the VILLAGE may, without cause and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, the CONTRACTOR shall be paid for all Work executed and accepted by the VILLAGE as of the date of the termination. No payment shall be made for profit for Work which has not been performed.

Removal of Equipment:

12.6 In the case of termination of this Contract before completion for any cause whatever, The CONTRACTOR, if notified to do so by the VILLAGE, shall promptly remove any part or all of his equipment and supplies from the property of the VILLAGE. Should the CONTRACTOR not remove such equipment and supplies, the VILLAGE shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

Contractor May Stop Work or Terminate:

12.7 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the VILLAGE or under an order of court of other public authority, or the CONTRACTOR fails to act on any Application for Payment within thirty (30) days after it is submitted, or the VILLAGE fails to pay the CONTRACTOR any sum approved by the VILLAGE, within thirty (30) calendar days of its approval, and presentation, then the CONTRACTOR may, upon twenty (20) calendar days written notice to the VILLAGE, terminate the Agreement. The VILLAGE may remedy the delay or neglect within the twenty (20) calendar days' time frame. If timely remedied by the VILLAGE, the Contract shall not be considered terminated. In lieu of terminating the Agreement, if the VILLAGE has failed to act on an Application for Payment or the VILLAGE has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) calendar days' notice to the VILLAGE and the CONTRACTOR stop the Work until they have been paid all amounts then due. If the CONTRACTOR stops neither by default nor by non-payment from the VILLAGE, the CONTRACTOR will be responsible for 100% of the difference between the total of his/her Bid and the second lowest Bid.

ARTICLE 13 - CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE

13.1 CONTRACTOR warrants and guarantees to VILLAGE all Work shall be in accordance with the Contract Documents and will not be defective.

13.2 CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of

Work that is not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents:

- 13.2.1** Observations by VILLAGE or VILLAGE'S REPRESENTATIVE, based on the recommendation of the ARCHITECT or ENGINEER;
- 13.2.2** Payment by VILLAGE of any progress or final payment;
- 13.2.3** The issuance of a certificate of Substantial Completion, certificate of Final Completion, or any payment related thereto by VILLAGE;
- 13.2.4** Use or occupancy of the Work or any part thereof by VILLAGE;
- 13.2.5** Any acceptance by VILLAGE or any failure to do so;
- 13.2.6** Any review and approval of a Submittal or the issuance of a notice of acceptability by the VILLAGE'S REPRESENTATIVE;
- 13.2.7** Any inspection, test, or approval by others; or
- 13.2.8** Any correction of defective Work by VILLAGE.

13.3 Access to Work:

The VILLAGE'S REPRESENTATIVE, ARCHITECT or ENGINEER and other representatives of VILLAGE, testing agencies and governmental agencies with jurisdictional interests shall have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

13.4 Tests and Inspection:

13.4.1 CONTRACTOR shall give VILLAGE timely notice of readiness of the Work for all required inspections, tests, observations or approvals. Inspections, tests or observations by the VILLAGE'S REPRESENTATIVE, the ARCHITECT or ENGINEER, VILLAGE or its agents may be performed at its discretion to provide information to the VILLAGE on the progress of the Construction. However, such information is not intended to fulfill the CONTRACTOR'S obligations in accordance with the Contract Documents.

13.4.2 CONTRACTOR shall assume full responsibility, pay all costs in connection therewith and furnish VILLAGE the required certificates of inspection, testing or approval for all materials, equipment or the Work or any part thereof unless otherwise specified herein.

13.5 Uncovering the Work:

If any Construction that is to be inspected, tested or approved is covered without written concurrence of VILLAGE'S REPRESENTATIVE, it must, if requested by VILLAGE or the VILLAGE'S REPRESENTATIVE, be uncovered for observation. Such uncovering shall be at

CONTRACTOR'S expense and will exclude the right to an increase in the Contract Price or Contract Time unless CONTRACTOR has given VILLAGE or the VILLAGE'S REPRESENTATIVE timely written notice of CONTRACTOR'S intention to cover such Construction and VILLAGE or the VILLAGE'S REPRESENTATIVE has not acted with reasonable promptness in response to such notice.

13.5.1 If VILLAGE considers it necessary or advisable that covered Work be observed by VILLAGE'S REPRESENTATIVE or the ARCHITECT or ENGINEER, or inspected or tested by others, CONTRACTOR, at VILLAGE'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as VILLAGE may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services and any additional expenses experienced by the VILLAGE due to delays to others performing additional work, other contractual obligations, and VILLAGE shall be entitled to issue an appropriate deductive Change Order. CONTRACTOR shall further bear the responsibility for maintaining the schedule and will not be allowed an increase in Contract Price or Contract Time due to the uncovering. If, however, such Construction is not found to be defective, and Section 00700.8.5 is not applicable, CONTRACTOR shall be allowed an increase in the Contract Price or the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if it makes a claim therefore as provided in the Contract Documents.

13.6 VILLAGE May Stop the Work:

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, VILLAGE may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such failure has been eliminated; however, this right of VILLAGE to stop the Work shall not give rise to any duty on the part of VILLAGE to exercise this right for the benefit of CONTRACTOR or any other party. CONTRACTOR shall not be allowed an increase in Contract Price or the Contract Time or both as a result of the stopping of Work under this section.

13.7 Correction or Removal of Defective Work:

If required by the VILLAGE'S REPRESENTATIVE, with the recommendation of the ARCHITECT and/or ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the VILLAGE'S REPRESENTATIVE, upon the recommendation of the ARCHITECT or ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of the VILLAGE'S REPRESENTATIVE, the ARCHITECT or ENGINEER, attorneys and other professionals) made necessary thereby.

13.8 One Year Correction Period:

Without prejudice to any other right of the Village, if within one (1) year after the date of final completion or within any designated manufacturer's warranty, whichever is greater, or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to VILLAGE and in accordance with VILLAGE'S written instructions, either correct such defective Work, or, if it has been rejected by VILLAGE or the VILLAGE'S REPRESENTATIVE, based on the recommendation of the ARCHITECT or ENGINEER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, VILLAGE may have the defective Work corrected or the rejected Work removed and replaced, and all of the VILLAGE'S direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of the ARCHITECT or ENGINEER) will be reimbursed by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by written amendment.

13.9 VILLAGE shall reserve and retain all of its rights and remedies at law and equity against CONTRACTOR and its surety for damages and for corrections of any and all latent defects.

13.10 Extended Warranty Period Due to Defective Construction:

Any defective Construction that is either corrected or rejected and replaced will be warranted and guaranteed for a period of one (1) year from the date of acceptance of such correction or removal and replacement, even if it had previously been corrected or replaced, in accordance with the provisions of this Article 12. If within such extended Warranty Period, the Work is once again found to be defective, VILLAGE shall be entitled to all of VILLAGE'S rights and remedies under this Article.

ARTICLE 14 – MISCELLANEOUS

14.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

14.2 The Contract Documents shall remain the property of the VILLAGE. The CONTRACTOR and the CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project.

14.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR and those in the Special Conditions and the rights and remedies available to the VILLAGE and there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.

14.4 Should the VILLAGE or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such in- jury or damage.

ARTICLE 15 – WAIVER OF JURY TRIAL

15.1 The VILLAGE and the CONTRACTOR knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work thereunder.

ARTICLE 16 – ATTORNEYS FEES/JURISDICTON/VENUE/GOVERNING LAW

16.1 The Contract shall be construed in accordance with and governed by the law of the State of Florida.

16.2 The parties submit to the jurisdiction of any Florida State or federal court in any action or proceeding arising out of or relating to the Contract. Venue of any action to enforce the Contract shall be in Dade County, Florida.

16.3 If either the VILLAGE or the CONTRACTOR is required to enforce the terms of the Contract by court proceedings, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorney’s fees.

ARTICLE 17 – PROJECT RECORDS

17.1 The VILLAGE shall have right to inspect and copy during regular business hours at VILLAGE’S expense, the books and records and accounts of CONTRACTOR which relate in any way to the Project, and to any claim for additional compensation made by CONTRACTOR, and to conduct an audit of the financial and accounting records of CONTRACTOR which relate to the Project. CONTRACTOR shall retain and make available to VILLAGE all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following final completion of the Project. During the Project and the three (3) year period following final completion of the Project, the CONTRACTOR shall provide the VILLAGE access to its books and records upon five (5) days written notice.

ARTICLE 18 – SEVERABILITY

18.1 If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

ARTICLE 19 – INDEPENDENT CONTRACTOR

19.1 The CONTRACTOR is an independent CONTRACTOR under the Contract. Services provided by the CONTRACTOR shall be by employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the VILLAGE. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the CONTRACTOR.

ARTICLE 20 – TRENCH SAFETY ACT

20.1 The purpose and intention of the State of Florida “Trench Safety Act” is to provide for increased worker safety by requiring compliance with sufficient standards for trench safety when the excavation is in excess of five (5) feet deep.

END OF SECTION

SECTION 00810 – SPECIAL CONDITIONS

8.1 Permit/Utilities:

The CONTRACTOR shall obtain all permits necessary to conduct this project. The cost of all permits should be included on the bid proposal. If more than 1 Acre of land is disturbed during construction the CONTRACTOR is responsible to obtain NPDES Stormwater permit coverage through the Florida Department of Environmental Protection (FDEP) Construction Generic Permit (CGP). Instructions to request and obtain a CGP can be found at: <http://www.dep.state.fl.us/water/stormwater/npdes/docs/cgp.pdf>. CONTRACTOR should submit the Notice of Intent (NOI) with the appropriate processing fees to the NPDES Stormwater Notices Center. CONTRACTOR must apply for permit coverage at least two days before construction begins. In addition, the CONTRACTOR shall clear utilities prior to conducting any work at each project site. CONTRACTOR shall adhere to any restrictions imposed by FPL for conducting work under power lines. A CGP is required for this project.

8.2 Hours of Work:

Contractor will perform work Monday through Friday, excluding Village holidays, from 8:00 a.m. to 5:00 p.m. unless prior written approval is received from The Village. The CONTRACTOR must comply with the VILLAGE's Noise Ordinance, Ordinance No. 96-15.

8.3 Disputes:

If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the CONTRACTOR and the VILLAGE's responsible department for the administration of the Contract shall make good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the Village Attorney shall resolve the dispute and send a written copy of its decision to the CONTRACTOR, which shall be binding on both parties.

8.4 Default Provisions:

In case of default by the BIDDER or CONTRACTOR, the VILLAGE procure the articles or services from other sources and hold the BIDDER or CONTRACTOR responsible for any excess costs occasioned or incurred thereby.

8.5 Assignment:

The CONTRACTOR shall not transfer or assign the performance required by this Bid without prior written consent of the Village Manager. Any award issued pursuant to the Invitation to Bid and monies which may be due hereunder are not assignable except with prior written approval of the Village Manager. Further, in the event that the majority ownership or control of the CONTRACTOR changes hands subsequent to the award of this Contract, the CONTRACTOR shall promptly notify the VILLAGE in writing of such change in ownership or control at least thirty (30) days prior to such change and the VILLAGE shall have the right to terminate the Contract upon sixty (60) days written notice, at the VILLAGE's sole discretion.

8.6 Secondary/Other Vendors:

The VILLAGE reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.

8.7 Employees:

The CONTRACTOR shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.

All employees of the CONTRACTOR shall be considered to be at all times the sole employees of the CONTRACTOR, under the CONTRACTOR's sole direction, and not an employee or agent of the North Bay Village. The CONTRACTOR shall supply competent, suitably qualified and capable employees and the VILLAGE may require the CONTRACTOR to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on VILLAGE property is not in the best interest of the VILLAGE. The VILLAGE shall not have any duty to implement or enforce such requirements.

Each employee of the CONTRACTOR shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The CONTRACTOR agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965, (18 USC4082)(c)(2).

The "On Duty" supervisor must be able to adequately communicate with the Village's representatives.

8.8 Subcontractors, Suppliers and Others:

Prior to the commencement of any work, the CONTRACTOR shall furnish, in writing to the

VILLAGE, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The VILLAGE shall notify the CONTRACTOR, in writing, of any proposed person or entity to which VILLAGE has an objection. The CONTRACTOR shall not contract with a proposed person or entity to which the VILLAGE has made an objection. The CONTRACTOR shall not change a Subcontractor, person or entity previously selected if the VILLAGE makes objection to the change.

The CONTRACTOR shall be fully responsible to VILLAGE for all acts and omissions of the CONTRACTOR, its employees, Sub-Contractors, suppliers, other persons directly or indirectly employed by its Sub-Contractors or suppliers, persons for whose acts any of them may be liable and any other persons or organizations performing or furnishing supplies under a direct or indirect Contract with the CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between VILLAGE and any such Sub- Contractor, supplier or other person or organization, nor shall it create any obligation on the part of VILLAGE to

pay or to cause the payment of any money due any Sub-Contractor, supplier, employee or agent except as may otherwise be required by law.

All Work performed for the CONTRACTOR by a Sub-Contractor will be pursuant to an appropriate agreement between the CONTRACTOR and the Sub-Contractor which specifically binds the Sub-Contractor to all applicable terms and conditions of the Contract Documents for the benefit of the VILLAGE.

8.9 Protection:

All work in fulfillment of this project shall be performed on VILLAGE property or public right-of-way. No permission will be given to trespass on adjoining property.

If property (public or private) is damaged during construction or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the CONTRACTOR in a manner acceptable to North Bay Village prior to the final acceptance of the work. Such property shall include but not be limited to: pavement, sidewalks, curbs, driveways, walls, fences, footings, building façade, underground utilities, sod, shrubs, water sprinklers, signs, and trees.

The CONTRACTOR shall notify the Public Works Department in writing of the site having pre-existing damage to sidewalks, curbs, facade, adjacent improvements, etc., before beginning work. Failure to do so shall obligate the CONTRACTOR to make repairs per above paragraph.

The CONTRACTOR shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, signage, barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area. All safety devices must have suitable and sufficient lighting for the prevention of accidents.

The CONTRACTOR shall protect existing catch basins from sediment and debris with filter fabric while work is in progress. Filter fabric shall be removed after completion of work. Filter fabric must be cleaned periodically to avoid excessive accumulation of sediment and debris. Extreme care shall be taken when removing filter fabric to avoid sediments and debris from entering catch basin.

8.10 Security:

The CONTRACTOR is responsible for project security. The CONTRACTOR shall protect and secure the site, materials, and equipment from theft and damage, by whatever means deems effective, at the CONTRACTOR's cost.

Work site(s) must be protected properly in accordance with all Federal, State, County and Municipal laws and ordinances, at the end of each work day and

weekends.

8.11 Temporary Interruption:

The CONTRACTOR shall notify the Public Works Director whenever it is necessary to temporarily interrupt any business activities, the CONTRACTOR shall notify the Owner or tenant or their designee prior to the interruption and again immediately before the service is resumed. Before disconnecting any underground or overhead utilities, the CONTRACTOR shall make similar arrangements for their disconnection with the Owner, tenant or their designee. The CONTRACTOR shall be responsible for any damage caused by the CONTRACTOR to such utilities, and shall restore them to service promptly as soon as the Work interruption has ended.

8.12 Pricing:

Prices should be stated in units of quantity specified in the Bid form. In case of a discrepancy, the VILLAGE reserves the right to make the final determination at the lowest net cost to the VILLAGE.

8.13 Delivery:

All items shall be delivered "Freight On Board" (F.O.B.) destination (i.e. at a specific Village address), and delivery costs and charges (if any) shall be included in the Bid Price. Exceptions shall be noted.

8.14 Payments:

Payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

8.15 Non-Conformance to Contract:

The VILLAGE may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejections, items shall be removed within five (5) calendar days by the vendor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (3) calendar days will be regarded as abandoned and the VILLAGE shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the CONTRACTOR being found in default.

8.16 Materials:

The CONTRACTOR warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the specifications and that the work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the specifications.

8.17 Storage of Materials:

The CONTRACTOR shall store materials, at his expense, in areas approved by the

VILLAGE.

The CONTRACTOR, at their own expense, shall maintain these areas in a clean, orderly condition so as not to cause a nuisance in the area. The CONTRACTOR shall restore the storage area to its original or better condition, with all its appurtenances, in kind, to the satisfaction of the VILLAGE, at the CONTRACTOR's discretion, if the CONTRACTOR chooses to stage material outside of the designated area, with prior approval from the VILLAGE.

8.18 Quality Control:

Field Observations - Provide twenty-four (24) hour notification to the Architect/Engineer for all specified field observations, unless otherwise noted.

Inspection – Periodically the Village may inspect the project for the purpose of assuring compliance with the specifications.

Dust Control – Contractor shall control dust by watering and sweeping at end of each work day or as directed by Village Engineer. Dust control must meet Village's satisfaction or Village will control dust by whatever means deem necessary and Contractor shall pay all expenses incurred by the Village associated with dust control.

8.19 On-Site Survey/As-Built:

The CONTRACTOR shall be responsible for survey work required for establishing proper layout, elevations and grades as noted on the plans. The CONTRACTOR shall provide the VILLAGE with three (3) sets of certified as-built plans and a CD containing PDF copy of the As-Built drawings as well as the CAD files, at no additional cost to the VILLAGE.

8.20 Water Usage:

All Village potable water used during the project shall be metered through a hydrant meter or meters obtained from the Miami-Dade County Water and Sewer Department at the CONTRACTOR's expense.

8.21 Salvageable Material:

All salvageable material and/or equipment removed from the existing construction for which specific use, relocation or other disposal is not specifically noted on the Drawings or otherwise specified, will remain the property of the VILLAGE and be turned over to the VILLAGE. All material and/or equipment not in salvageable condition as determined by the VILLAGE Representative must be disposed of by the CONTRACTOR. The actual storage site for salvageable material will be designated by the VILLAGE.

8.22 Disposal of Excavated Material and Debris:

All excess excavated material and debris not required for backfill (unless otherwise noted), including broken pipe, sidewalks, curbs and other concrete items, together with all roots, boards and other debris are to be disposed of by the CONTRACTOR at an appropriate legal site, at no additional cost to the VILLAGE.

The CONTRACTOR must at all times during the performance of the project keep the

work site free and clear of all waste and debris to the VILLAGE's satisfaction. All sand, grit, solids and other material, accumulated waste or surplus materials shall be removed at the end of each work day.

The CONTRACTOR will have not more than 48-hour notice to clear work site of rubbish, debris and other work site materials and to restore or replace displaced or damaged property, if the CONTRACTOR fails to comply, the VILLAGE may employ labor or equipment as it deems necessary to clear the site at the CONTRACTOR's expense.

8.23 Equipment:

All construction equipment necessary and required for construction of this project shall be on the construction site, in excellent working condition, before construction is permitted to start. The CONTRACTOR shall provide such tamping tools and equipment as are necessary for the proper compaction of the backfill material.

8.24 Density Testing:

Density tests shall be taken by an independent testing laboratory certified by the State of Florida and approved by the designated Village representative and shall be paid for by Contractor, at no additional cost to the Village. A compaction test, for both the base and subgrade, shall be performed for every section of new pavement and at least one (1) test for every 250 square yards of new pavement. In addition, density testing shall be performed for installation in swale areas at a frequency of one test per 50 feet of trench, or adjacent to newly installed inlets at the discretion of the Village representative.

Compaction test reports of sub-grade and base rock shall be submitted for approval to the designated Village representative prior to installation of final asphaltic wearing surface.

8.25 Laboratory Tests:

Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under these specifications shall be in accordance with the latest standards of the American Society for Testing Materials.

The CONTRACTOR shall furnish the required samples for testing without charge. The CONTRACTOR shall provide at least 24 hour notice when requesting testing to be performed. In locations where corings are taken by the approved testing lab, the CONTRACTOR shall be responsible for plugging these core holes.

All material tests will be made by an independent testing laboratory that may be selected by the VILLAGE. Excluding Density Testing, where tests indicate that materials are in accordance with specified requirements, the VILLAGE shall bear the testing cost. When tests reveal that conditions or materials do not comply with the specifications, the cost of such tests shall be assessed against the CONTRACTOR.

8.26 Notification to Residents:

Contractor shall notify residents and/or business owners directly impacted by the project (including MOT), in writing, 72 hours prior to performing any work. Notification must include type of work to be performed; date work will begin and estimated completion date. In the event Contractor changes schedule or duration of work, Contractor must notify resident, in writing, of such changes. The Village shall provide notification to the contractor in order to provide impacted properties.

END OF SECTION

GENERAL FORMS

SOLICITATION RESPONSE FORM

BIDDERS MUST ATTACH THIS FORM AS THE FIRST PAGE OF THE SEALED BID

Name: *Sidewalk and ADA Improvements*
ITB 2020-004

Due Date: Friday, August 14, 2020 at 10:00 AM

Electronic Submittal: www.demandstar.com
for North Bay Village Procurement Department

Submitted By:
(Name of company and address)

PLEASE DO NOT TAPE BELOW THIS LINE

For Office Use Only:

Date and Time Received:

Received by: _____

GENERAL INFORMATION WORKSHEET

ITB 2020-004

ORGANIZATION/AGENCY/FIRM/NAME: _____

DATE ORGANIZATION WAS FORMED/INCORPORATED: _____

FEDERAL TAX ID NUMBER: _____

MAILING ADDRESS: _____

PHONE NUMBER: _____

ORGANIZATION EMAIL ADDRESS: _____

ORGANIZATION WEBSITE ADDRESS: _____

CONTACT PERSON & TITLE: _____

CONTACT EMAIL ADDRESS: _____ PHONE No: _____

INDIVIDUAL(S) AUTHORIZED TO MAKE REPRESENTATION FOR THE CONTRACTOR:

(First, Last Name)	(Title)	(Contact Phone Num.)
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_____	_____	_____
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_____	_____	_____
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ADDITIONAL INFORMATION

CONTACT'S SIGNATURE: _____ DATE: _____

BUSINESS ENTITY AFFIDAVIT (VENDOR/BIDDER DISCLOSURE)

ITB 2020-004

Sidewalk and ADA Improvements.

I, _____, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with North Bay Village ("Village") are (Post Office addresses are not acceptable), as follows:

Federal Employer Identification Number (If none, Social Security Number)

Name of Entity, Individual, Partners, or Corporation

Doing Business as (If same as above, leave blank)

Street Address

Suite

Village

State

Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are as follows (Post Office addresses are not acceptable):

Full Legal Name

Address

Ownership (%)

2. The full legal names and business address of any other individual (other than

subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are as follows (Post Office addresses are not acceptable):

Signature of Affiant

Date

Printed Name of Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

- Personally known to me, or
- Personally identification:

(Type of Identification Produced)

- Did take an oath, or
- Did NOT take an oath,

Notary Public – State of _____

My Commission Expires _____

(Notary Signature)

(Printed, typed, or stamped commission name of notary public)

AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY
NONDISCRIMINATION STATEMENT

ITB 2020-004

Sidewalk and ADA Improvements.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to North Bay Village, Florida

By: _____
(Print individual's name and title)

For: _____
(Print name of entity submitting sworn statement)

Whose business address is: _____

And (if applicable) its Federal Employer Number (FEIN) is: _____

(If the entity has no FEIN, include Social Security Number of the individual signing this sworn statement:
_____-_____-_____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party proposer under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

SIGNATURE

Sworn to and subscribed before me this _____ day of _____, 20_____.

- Personally known to me, or
- Personally identification:

(Type of Identification Produced)

- Did take an oath, or
- Did NOT take an oath,

Notary Public – State of _____

My Commission Expires _____

(Notary Signature)

(Printed, typed, or stamped commission name of notary public)

PROPOSER'S CERTIFICATION

ITB 2020-004

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation to Bid.

I hereby propose to furnish the goods or services specified in the Invitation to Bid. I agree that my proposal will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the proposals.

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

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of North Bay Village or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes 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 public entity, may not be awarded or perform work as a proposer, supplier, sub-proposer, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Name of Business

By:

Sworn to and subscribed before me this
_____ day of _____, 20_____

Signature

Name and Title, Typed or Printed

Mailing Address

Notary Public

State of _____

Village, State and Zip Code

Telephone Number

My Commission Expires

(Acknowledgement of Addendums: Issued Addendums must be signed and submitted with proposal)

ITB SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

ITB 2020-004

The full names and residences of person, partners or firms interested in the foregoing ITB, as principals are as follows:

Witness:
(Seal)

Bidder:

Witness Signature

Firm Name

Witness Name

Signature

Print Name

Title (Sole Proprietor or Partner)

Post Office Address:

County in which fictitious name is registered.

Telephone Num.

ITB SIGNATURE PAGE FOR CORPORATION

ITB 2020-004

The officers of the corporation are as follows:

	<u>Name</u>	<u>Address</u>
President		
Vice-President	_____	
Secretary		
Treasurer		
Registered Agent	_____	

The full names and residences of stockholders, persons, or firms interested in the foregoing ITB, as principals, are as follows:

Post Office Address

Bidder

Corporate Name

President's Signature

Is this corporation in the State of Florida?

_____Yes_____No

Attest:

Secretary

If no, give address of principle place of business:

DOMESTIC PARTNERSHIP CERTIFICATION FORM
ITB 2020-004

THIS FORM **MUST** BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL FOR PROPOSER TO BE DEEMED RESPONSIVE

The Proposer, by virtue of the signature below, certifies that it is aware of the requirements of Section 101 of the North Bay Village's Code of Ordinances, "Requirement for Village contractors to provide equal benefits to domestic partners", and certifies the following:

Please check only one below

- 1. The Proposer currently complies with the requirements of Section 101 of the North Bay Village's Code of Ordinances and provides benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- 2. The Proposer will comply with the requirements of Section 101 of the North Bay Village's Code of Ordinances at time of contract award and provide benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- 3. The Proposer will not comply with the requirements of Section 101 of the North Bay Village's Code of Ordinances at time of award
- 4. The Proposer does not need to comply with the requirements of Section 101 of the North Bay Village's Code of Ordinances at time of award because the following exemption applies:

Please check only one below

- The Proposer's price bid for the initial contract term is \$100,000 or less
- The Proposer employs less than twenty-five (25) employees
- The Proposer does not provide benefits to employees' spouses or spouse's dependents
- The Proposer is a religious organization, association, society, or non-profit charitable or educational institution
- The Proposer is a government entity
- The Proposer cannot comply with the requirements of Section 101 of the North Bay Village's Code of Ordinances because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Please state the law, statute or regulation

_____,
(Attach explanation of its applicability).

DOMESTIC PARTNERSHIP CERTIFICATION FORM (continued)

I, _____, _____ of _____
(Name) (Title) (Proposer)

Hereby attest that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

Signature

Print Name

STATE OF _____)

COUNTY OF _____)

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____,
20____

by _____, to me personally known ____ or produced

Identification ____ type of identification produced: _____

Signature of Notary Public

My commission expires: _____

(SEAL)

Print name of Notary Public

ANTI DISCRIMINATION CERTIFICATION

Pursuant to
Section 9.03 of the North Bay Village Charter & Section 36.25 of the Code of Ordinances
ITB 2020-004

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that:
(Name of Company)

I have read and understand the terms set forth in Section 9.03 of the North Bay Village Charter & Section 36.25 of the North Bay Village Code of Ordinances; and

I, on my behalf and on behalf of the Company, agree not to engage in any behavior or activity of any kind in the operation of the business that may constitute discrimination on the basis of race, religion, sex, sexual orientation, place of origin, or physical handicap.

It is understood that completion and execution of this form is required to complete a valid response to this solicitation for services. Failure to abide by this provision may be grounds to terminate any agreement derived from the award of this solicitation.

Individual's Signature

Date